



CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 5, 2016

GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

6:00 p.m.	Dinner
6:30 p.m.	Call to Order - City Council Chambers
6:30 p.m.	Executive Session - City Council Conference Room
7:00 p.m.	Workshop - City Council Chambers
7:30 p.m.	Regular Meeting - City Council Chambers

CALL TO ORDER: 6:30 p.m. - City Council Chambers

EXECUTIVE SESSION:

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Real property relative to deliberation to the purchase, exchange, lease, sale or value of City facilities pursuant to Section 551.072, Texas Government Code.
 - B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

City Council to reconvene in open session in the City Council Chambers and take any necessary action relative to items discussed in Executive Session.

WORKSHOP: 7:00 p.m. - City Council Chambers

2. Chief Financial Officer to present Fiscal Year 2017 budget preview.

REGULAR MEETING: 7:30 p.m. - City Council Chambers

3. Invocation: Council Member Sharron Spencer
4. Posting the Colors and Pledge of Allegiance: Boy Scout Troop 28

CITIZEN COMMENTS

5. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments by completing a Citizen Appearance Request form with the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

PRESENTATIONS

6. Mayor Tate to recognize Grapevine High School baseball team for winning State Baseball Championship.

NEW BUSINESS

7. Consider a lease agreement with First United Methodist Church to lease the former Senior Citizen's Center building at 421 Church Street and take any necessary action.
8. Consider an **ordinance** amending the Grapevine Code of Ordinances Chapter 23 Traffic, Article V Parking, prohibiting parking on the north side of East College Street from South Main Street 60 feet east of South Main Street and from 170 feet east of South Main Street to 260 feet east of South Main Street and take any necessary action.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

9. Consider renewal of an annual contract for Ethernet 200 MBPS Internet Circuit services from Quest Communications Company, LLC. dba CenturyLink through a contract established by the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program. City Manager recommends approval.
10. Consider renewal of an annual contract for Cisco software maintenance from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. City Manager recommends approval.
11. Consider acceptance of a Local Option Election Petition for the purpose of allowing the legal sale of all alcoholic beverages for off-premise consumption only. City Secretary recommends approval.

12. Consider a **resolution** calling a Special Local Option Election for Tuesday, November 8, 2016 for the purpose of considering "Legal sale of all alcoholic beverages for off-premise consumption only." City Secretary recommends approval.
13. Consider declaring certain items as surplus property and authorizing their sale through public auction. Chief Financial Officer recommends approval.
14. Consider contracts to reappoint Brad Bradley as First Alternate Municipal Court Judge to substitute in the temporary absence of the Presiding Municipal Court Judge and Terry Leach as Second Alternate Municipal Court Judge to substitute in the temporary absence of the Presiding Municipal Court Judge and the First Alternate Judge. Chief Financial Officer recommends approval.
15. Consider renewal of an annual contract with the Huguley Assessment Center to provide medical physicals for the Fire and Police Departments. Fire Chief recommends approval.
16. Consider the award of an informal request for quote for a trailer, with modifications, from North Texas Trailers. Fire Chief recommends approval.
17. Consider the award of an informal request for quote for a utility vehicle from Grapevine Kawasaki. Fire Chief recommends approval.
18. Consider the award of an informal request for quote for emergency call software and training from APCO Institute. Police Chief recommends approval.
19. Consider a **resolution** authorizing the purchase and installation of fueling station equipment through a contract established by the Federal General Services Administration Cooperative Purchasing Program. Public Works Director recommends approval.
20. Consider a **resolution** authorizing the Second Amendment to the Ground and Tower Lease Agreement with T-Mobile West LLC for the purpose of installing, operating and maintaining a communications facility on the Mustang Water Tower located at 3051 Ira E. Woods Avenue. Public Works Director recommends approval.
21. Consider a **resolution** authorizing an Advanced Funding Agreement with Texas Department of Transportation (TxDOT) for the construction of the Kubota Drive connection to State Highway 121 southbound frontage road and an **ordinance** appropriating funds in the Street Capital Project Fund. Public Works Director recommends approval.
22. Consider the minutes of the June 21, 2016 Regular City Council meeting. City Secretary recommends approval.

Pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq, one or more of the above items may be considered in Executive Session closed to the public. Any decision held on such matter will be taken or conducted in open session following conclusion of the executive session.

ADJOURNMENT

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary's Office at 817.410.3182 at least 24 hours in advance of the meeting. Reasonable accommodations will be made to assist your needs.

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on July 1, 2016 by 5:00 p.m.

Tara Brooks

Tara Brooks, City Secretary



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER 
MEETING DATE: JULY 5, 2016
SUBJECT: AGREEMENT WITH FIRST UNITED METHODIST CHURCH
GRAPEVINE – FORMER SENIOR CENTER BUILDING

RECOMMENDATION:

City Council to consider entering into a lease agreement with First United Methodist Church to lease the former Senior Citizen's Center building at 421 Church Street.

BACKGROUND:

The terms of the proposed lease are:

	\$4,500 Gross rent
	<u>\$1,550</u> Credited from 427 Ball St
	\$2,950 Net rent per month

- Term: 5 Years
- Gross Rent: \$4,500 per month
 - \$1,550 per month credited from deed of property at 427 Ball Street (Property at 427 Ball Street appraised by the City of Grapevine at \$93,000. Amortized over 5 years, it is \$1,550 per month)
 - \$2,950 Net rent

Key points for Tenant:

- FUMC is responsible for all interior maintenance
- FUMC to insure contents
- FUMC move the thrift shop and office occupants out of two structures at College and Church and put those homes back into residential use (See attached email)
- FUMC will have option to purchase with an appraisal, if City sells during term of lease
- FUMC will make parking lot available for festivals and special events

City's responsibility:

- City to insure the structure
- City is responsible for exterior maintenance

Staff recommends approval.

Stephanie Porter

From: John Mollet
Sent: Wednesday, June 29, 2016 10:51 AM
To: Bruno Rumbelow
Subject: Lease for the Senior Activities Center

To: Bruno Rumbelow, City Manager
From: Rev. John Mollet, Senior Pastor, FUMC, Grapevine

Dear Bruno,

As the City Council's vote on the approval for our lease of the Senior Activities Center grows close, I want to update you on our church's progress on our commitment to put our two historic homes on College Street on the market and back into residential ownership. We are in the final stages of the re-platting of our properties. Please see the attached copies of the drawing of the proposed plat and the signed Application for Platting that are ready for submittal. As soon as the lease is approved we will move out of the two houses and start the preparations for the sale of both.

If the lease is approved by the City Council, we would be ready to sign immediately and take possession of the building the first of August. Also, thank you for the considerate offer to reduce the rent for the first two months to facilitate the finish out of the building for our use.

As always, it has been a pleasure working with the City of Grapevine on this project. Your work to make Grapevine a great place to live, work and visit is appreciated.

Sincerely,

John

This lease, entered into this ____ day of _____, 2016 by and between the Landlord and the Tenant hereinafter named.

ARTICLE I. Definitions and Certain Basic Provisions.

- 1.1. (a) "Landlord": City of Grapevine, Texas
- (b) Landlord's address: 200 S. Main Street, Grapevine, Texas 76051
- (c) "Tenant": The First United Methodist Church, Grapevine, Texas, a Texas Nonprofit Corporation
- (d) Tenant's address: 422 Church Street, Grapevine, Texas 76051-5239
- (e) Tenant's trade name: First United Methodist Church Grapevine
- (f) Tenant's legal status: Tenant is a Domestic Nonprofit Corporation incorporated under the laws of the State of Texas.
- (g) "Agent": none
- (h) "Building Space" is the structure commonly referred to as 421 Church Street, Grapevine, Texas and more specifically described as Grapevine, City of, Block 3, Lot 6R. Landlord's property is located in the City of Grapevine, Tarrant County, Texas, which real property is described or shown on Exhibit "A" attached to this lease. With regard to Exhibit "A", the parties agree that the exhibit is attached solely for the purpose of locating the Premises within the 400 block of Church Street in Grapevine, Texas. The total floor area of net leasable space, within the building is a total of approximately 9,977 square feet and tenant's proportionate share is 100%.
- (h) "Premises": The demised area of the building that Tenant will lease has an approximate area of 9,977 square feet.
- (i) Lease term: Five (5) years and two months, from Commencement Date.
- (j) "Commencement Date": (defined as the date that the Tenant takes possession of the Premises) _____.
- (k) The first two months rent shall be \$100.00 per month to provide time for Tenant to finish out the Premises. Thereafter, the monthly base rent shall be \$4,500.00 per month, of which \$2,950.00 must be paid by Tenant to Landlord in money of the United States of America and \$1,550.00 of which will be automatically credited monthly by Tenant to Landlord and applied towards Landlord's purchase of 6,172 Square Feet (0.1416 acre) of real property from Tenant located at 427 Ball Street, Grapevine, Texas and more specifically described as **Tract One** on page 3 in a Gift Warranty Deed from Kenneth W. Shaw and Carol C. Shaw to Tenant that was recorded by the County Clerk of Tarrant County, Texas on March 19, 1999 and assigned instrument number D199068591. A copy

of said Gift Warranty Deed with an additional map and photograph identifying said Tract One are attached as Exhibit "B" and incorporated herein as if set forth in their entirety. Landlord's purchase of said Tract One in said Gift Warranty Deed will be automatically complete and effective when said credits from Tenant to Landlord equal ninety-three (\$93,000.00) thousand dollars. **Tenant hereby acknowledges and affirms that Tenant shall keep said Tract One free of any liens or debt and shall not transfer, sell, or encumber said Tract One during the term of this lease, other than to Landlord.** Furthermore, Tenant hereby commits to execute a General Warranty Deed transferring said Tract One to Landlord within fifteen (15) calendar days after said credits from Tenant to Landlord equal ninety-three (\$93,000.00) thousand dollars. Both parties acknowledge and affirm that, if this this lease is terminated prior to said credits equaling ninety-three (\$93,000.00) thousand dollars, Landlord may tender to Tenant the remainder amount due to Tenant and Tenant must then execute a General Warranty Deed transferring said Tract One to Landlord within fifteen (15) calendar days after receipt of the remainder of the ninety-three (\$93,000.00) thousand dollars' purchase price for Tract One. Tenant may not refuse to accept payment of the remainder of the purchase price. **TENANT HEREBY EXPRESSLY ACKNOWLEDGES LANDLORD'S RIGHT TO SEEK SPECIFIC PERFORMANCE OF THE PURCHASE OF SAID TRACT ONE UNDER THE TERMS OF THIS LEASE.**

- (l) Landlord and Tenant agree that this Lease may be renegotiated subject to the mutual agreement of the parties hereto 90 calendar days prior to the termination date of this lease agreement. If this Lease is not renegotiated, this Lease will expire at the end of the five (5) year and two month term.
 - (m) Security deposit: \$3,500.00, to be paid by Tenant and delivered to Landlord with an executed lease.
 - (n) Tenant shall be responsible for insuring its personal property that is located in or on the Premises.
 - (o) Tenant shall have an option to purchase the real property described in Exhibit "A" pursuant to the option described in Exhibit "D," which is attached to this Lease and incorporated herein as if set forth in its entirety.
 - (p) Permitted uses(s) of the demised Premises: a facility to provide services for church related uses, including an office, a thrift shop, group activities, and other programs sponsored by or permitted as an accommodation by the church.
- 1.2. Each of the foregoing definitions and basic provisions must be construed in conjunction with and limited by the references thereto in the other provisions of this lease.

ARTICLE II. Granting Clause.

- 2.1 In consideration of the obligation of Tenant to pay rent and of the other terms, covenants and conditions hereof, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, the Premises, TO HAVE AND TO HOLD said Premises for the lease term, and upon the terms and conditions set forth in this lease, including the exhibits hereto.
- 2.2 The Landlord and Tenant may terminate this lease upon the mutual agreement of the Landlord and Tenant.
- 2.3 In no event shall Landlord forfeit the accumulated monthly credits applicable to the purchase of the real property described in Exhibit "B." Tenant shall forever honor said credits and shall apply them to Landlord's purchase of the real property described in Exhibit "B," whenever that may occur. TENANT REPRESENTS TO LANDLORD THAT, AS OF THE COMMENCEMENT DATE OF THIS LEASE, TENANT IS THE SOLE OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "B" AND THAT THERE ARE NO LIENS, ENCUMBRANCES, OR OTHER PERSONS CLAIMING ANY OWNERSHIP OF OR INTEREST IN THE REAL PROPERTY DESCRIBED IN EXHIBIT "B." TENANT FURTHER REPRESENTS TO LANDLORD THAT, IF LANDLORD MUST SEEK SPECIFIC PERFORMANCE TO ACQUIRE THE REAL PROPERTY DESCRIBED IN EXHIBIT "B," THEN TENANT WILL COOPERATE WITH LANDLORD IN ANY AND ALL COURT OR ADMINISTRATIVE PROCEEDINGS REQUIRED TO SECURE LANDLORD'S OWNERSHIP IN FEE SIMPLE OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "B."
- 2.4 Tenant shall notify Landlord in writing within seven (7) calendar days after the real property described in Exhibit "B" shall be continuously vacant of human habitation for any 60 day period, which vacancy shall immediately accelerate Landlord's right to purchase said real property described in Exhibit "B" for the price specified in section 1.1(k) above minus the amount of credits accumulated in Landlord's favor during the term of this lease. After the Commencement date of this lease, Tenant shall not permit any natural person(s), other than the one natural person residing at the real property described in Exhibit "B" on the Commencement date of this lease, to become a resident of or to occupy said property, except for temporary caregivers for the one natural person residing at said property on the Commencement date of this lease.

ARTICLE III. Acceptance of Premises by Execution of Lease.

- 3.1 By executing this lease and delivering an executed copy of this lease to Landlord, Tenant shall be deemed to have accepted this lease and to have affirmatively acknowledged that Tenant shall comply fully with all of the responsibilities of this lease and with all of Landlord's covenants and obligations hereunder.

ARTICLE IV. Rent.

- 4.1 Rental will accrue hereunder from the Commencement Date, and will be payable to Landlord at Landlord's address.

- 4.2 Tenant will pay rent in monthly installments in the amounts specified in Section 1.1 (k) above. The first such monthly installment shall be due on the first day of Commencement Date and each succeeding calendar month during the lease term.
- 4.3 It is understood that the minimum guaranteed rental is payable on or before the first day of the month (in accordance with Section 4.2 of this lease) without offset or deduction of any nature. In the event that any rental payment is received more than five (5) calendar days after its due date, Tenant shall pay to Landlord a late charge of \$25 dollars per day. Late charges must be paid on or before the first day of the month after they are accrued. An accumulation of \$300 in unpaid late charges shall constitute a material breach of this lease.

ARTICLE V. Use and Care of Premises and Insurance.

- 5.1 The Premises may be used only for the purpose specified in Section 1.1 (p) above, and for no other purpose without the prior written consent of Landlord. In the transaction of business in the Premises, Tenant must use the Tenant's name or trade name specified in Section 1.1 (e) above and no other trade name without the prior written consent of Landlord. Tenant must not at any time leave the Premises vacant, but will in good faith continuously throughout the term of this lease conduct and carry on in the entire Premises the activities for which the Premises are leased.
- 5.2 Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which increases the Landlord's insurance premium cost or invalidates any insurance policy carried on the Premises or other parts of the building. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk and Tenant will insure said property.
- 5.3 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Premises and shall otherwise comply with all applicable laws, ordinances, and governmental regulations.
- 5.4 Landlord shall insure the structure of the Premises, but shall not be responsible for insuring the contents of the Premises.

ARTICLE VI. Maintenance and Repairs.

- 6.1 Landlord shall, at Landlord's sole expense, maintain, and repair the exterior of the building, including but not limited to the roof, the foundation, parking lot, landscaping, and the exterior walls of the Premises in good repair and condition, including minor maintenance, which means work that can be completed in a day and that uses only stock parts or materials. Tenant shall be required to make any repairs occasioned by the acts or negligence of Tenant, its agents, employees, licensees, concessionaires, and invitees. Additionally, Tenant shall be solely responsible for the maintenance, repair, and replacement of the heating and air conditioning systems, plumbing systems, existing electrical wiring and related systems; the landscaping; exterior door and exterior window failures, whether or

not caused by Tenant or Tenant's agents, employees, licensees, concessionaires, or invitees. Tenant will also be responsible for painting the exterior wood of the building every 3 to 5 years. Tenant must give immediate written notice to Landlord of the need for repairs to the Premises and Tenant will have ten (10) calendar days to make such repairs or replacements from the date notice is delivered to Landlord, unless such repairs or replacements are critical to operations, in the case of emergency health and safety issues, or related to Health Department codes. If unable to be completed within ten (10) calendar days, commenced during such time and completed as soon as possible, but not more than twenty (20) calendar days after notice is delivered to Landlord. Tenant's liability for such repairs will be limited to the cost of such repairs, including materials, labor, design, and purchasing.

- 6.2 Tenant must keep the Premises free of liens and in good, clean condition and must, at Tenant's sole cost and expense, keep the Premises free of insects, rodents, and other pests and make all required repairs and replacements, including replacement of interior cracked or broken glass, fire protections under and above the Premises. If any repairs required to be made by Tenant hereunder are not made within ten (10) calendar days after written notice delivered to Tenant by Landlord or if unable to be completed within ten (10) calendar days, commenced during such time and completed as soon as possible, Landlord may at its option make such repairs without liability to Tenant for any loss or, damage which may result to Tenant's personal property or activities by reason of such repairs, and Tenant will pay the Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant (but in no event to exceed 1 ½ % per month), from the date of payment by Landlord until repaid by Tenant. At the expiration of this lease, Tenant must surrender the Premises in good condition, excluding normal wear and tear.
- 6.3 Any electrical, plumbing, and other utility outlets, fixtures, bulbs, tubes and other parts between the Premises and the curb in front of and behind the Premises (including any such items in, on and under any canopy) must be maintained, repaired, and replaced when necessary by Tenant, at Tenant's expense.

ARTICLE VII. Alterations

- 7.1 Tenant shall provide a "tenant finish" plan to Landlord. ("Tenant finish" being defined as after Lease is signed, Tenant will begin modifications to the Premises as per mutually approved Tenant layout. This work includes all deconstruction and reconstruction to a "finish out" level where Tenant can begin to utilize the Premises for church purposes.) Landlord will review the Tenant's plan in writing within thirty (30) calendar days of the delivery of the "tenant finish" plan. In the event that Landlord fails to provide a response approving or requesting revisions to the "tenant finish" plan within thirty (30) calendar days, then the "tenant finish" plan will be deemed to have been approved. Tenant is solely responsible to pay for the Tenant finish. All unattached fixtures must be removed from the Premises at the expiration of the lease by Tenant. All attached fixtures become property of Landlord at conclusion of lease.
- 7.2 All construction work to be done by Tenant within the Premises must be performed in a good and workmanlike manner, in compliance with all governmental requirements, and preserving the integrity of the theme of the premise.

ARTICLE VIII. Landlords Rights to Access; Use of Roof; Parking

8.1 Landlord shall have the right to enter the Premises at any reasonable time with twenty four hours prior notice (except for the case of emergency, in which case Landlord may enter immediately) for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Premises to prospective lessees, but in no event (except in the case of emergency) shall Landlord's entrance upon the Premises interrupt Tenant's use of the Premises for church purposes. Tenant shall have responsibility for the cost of maintenance and repair of the roof. Landlord will have the right to use the parking areas of the Premises during any and all festivals or special events sponsored by Landlord, in whole or in part, or under a permit issued by Landlord, with a minimum of 14 calendar days notice to Tenant.

ARTICLE IX. Signs; Store fronts.

- 9.1 Tenant shall not, without Landlord's prior written consent, (a) make any changes to the front of the Premises; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type that can be viewed from the exterior of the Premises. No political signage is allowed on the Premises, meaning no signage "for" or "against" any political candidate or ballot measure. **Tenant acknowledges that Landlord must approve in writing any and all signs, awnings, and any other alterations made to the exterior of the building before such alterations are made.** Tenant shall keep all signs on the Premises in good condition and in proper operation at all times.
- 9.2 In the event Tenant does not exercise an option to renew this lease, Landlord may display an appropriate "For Lease" sign on the exterior of the Premises for the period commencing three (3) months prior to the end of the lease.

ARTICLE X. Utilities.

- 10.1 Landlord agrees to provide at Commencement Date, the utility service connections necessary to supply water, gas, electricity from the pole to the building, telephone service, and sewage service sufficient for Tenant's Permitted Use.
- 10.2 Tenant agrees to pay all charges for water service, sewer service, gas service, electricity service, telephone service, and all other utility services furnished to the Premises, including all initial connection charges and security deposits.
- 10.3 Landlord shall not be liable for any interruption whatsoever in any utility services, including interruptions caused by fire, accident, strike, acts of God, or other causes beyond the control of Landlord or in order to make alterations, repairs, or improvements.

ARTICLE XI. Indemnity and Public Liability Insurance.

- 11.1 **LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS OR VISITORS, OR TO ANY OTHER PERSON WHOMSOEVER FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES CAUSED BY NEGLIGENCE OR MISCONDUCT OF TENANT, ITS EMPLOYEES, LICENSEES CONCESSIONAIRES, OR ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT OR ARISING OUT, OF THE USE OF THE PREMISES BY TENANT IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE OR CLAIM ARISING OUT OF SUCH DAMAGE OR INJURY.**
- 11.2 Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at Tenant's sole cost and expense, insuring both Landlord and Tenant against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the Premises, the limits of such policy or policies to be in an amount of not less than \$1,000,000.00 with respect to injuries or death due to any one accident or disaster, and in an amount of not less than \$1,000,000.00 with respect to property damage, and to be written by insurance companies satisfactory to Landlord. Tenant must obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) calendar days prior to cancellation of such insurance. Duly executed complete copies of such insurance policies must be promptly delivered to Landlord with the executed lease and deposit and be updated at least thirty (30) calendar days before the expiration of the respective insurance policy terms. Landlord must be named as an additional insured on such insurance policies. The Premises must be listed under "Description of Operations" in such insurance policies. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance, and Tenants will pay Landlord on demand as additional rent hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 1 ½ % per month) from the date of payment by Landlord until repaid by Tenant.

ARTICLE XII. Non-Liability for Certain Damages.

- 12.1 **LANDLORD AND LANDLORD'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY CAUSED BY THE PREMISES OR BECOMING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO PREMISES. (EXCEPT WHERE DUE TO LANDLORD'S WILLFUL FAILURE TO MAKE REPAIRS REQUIRED TO BE MADE HEREUNDER, AFTER THE EXPIRATION WRITTEN NOTICE TO LANDLORD OF THE NEED FOR SUCH REPAIRS AS PROVIDED FOR HEREIN), NOR WILL LANDLORD BE LIABLE TO TENANT FOR ANY DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF THIRD PARTIES THAT ARE NOT THE AGENTS, EMPLOYEES, OR REPRESENTATIVES OF LANDLORD.**

ARTICLE XIII. Damage By Casualty.

- 13.1 In the event that the Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord will proceed with reasonable diligence at its sole cost and

expense to rebuild and repair the Premises and this lease will continue in full force and effect. If the Premises or any part of the Premises is damaged by fire or other casualty to such an extent that rebuilding thereof cannot reasonably be completed within ninety (90) calendar days after such casualty, then Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Premises, or other part of the retail units. Landlord will give written notice to tenant of whether it intends to repair or rebuild the Premises within thirty (30) calendar days after the occurrence of such casualty. Notwithstanding any provisions herein to the contrary, in the event that Landlord cannot complete the necessary rebuild or repair to the Premises within 120 calendar days from the date of the casualty, then Tenant will have the right to terminate this Lease in Tenant's sole discretion.

- 13.2 Landlord's obligation to rebuild and repair under this Article XIII will, in any event, be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, exclusive of any work performed by Tenant and improvements, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair, and replace all alternations, additions, improvements, fixtures, signs, and equipment installed by Tenant. Tenant will, at all times, keep its fixtures, alterations, additions, improvements, signs, equipment, and other property situated within the Premises sufficiently insured against fire and other casualties.
- 13.3 Tenant agrees that during any part of reconstruction or repair of the Premises it will continue the operation of Tenant's church purposes within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the minimum guaranteed rental will be reduced to such extent as may be fair and reasonable under the circumstances. The minimum guaranteed rent to be paid by Tenant will recommence sixty (60) calendar days following substantial completion of Landlord's repair work in order to allow Tenant sufficient time to complete its repairs to be able to reopen the Premises for church purposes.

ARTICLE XIV. Personal Property Taxes.

- 14.1 Tenant shall be liable for all taxes levied against personal property and fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of the Landlord's property is increased by inclusion of personal property and fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant will pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.
- 14.2 Notwithstanding anything herein to the contrary, Tenant shall not be liable for any ad valorem taxes as long as Tenant maintains a tax exempt status under Texas law.

ARTICLE XV. Default by Tenant and Remedies.

- 15.1 The following events shall be deemed to be events of default by Tenant under this lease:

- (a) Tenant fails to pay any installment of rent, late fees, or reimbursable expenses hereunder and such failure continues for a period of ten (10) calendar days after written notice is delivered to Tenant.
- (b) Tenant fails to comply with any term, provision, or covenant of this lease, other than the payment of rent, and fails to cure such failure within thirty (30) calendar days after written notice thereof is delivered to Tenant.
- (c) Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.
- (d) Tenant files a petition under any section or chapter of the federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant.
- (e) A receiver or Trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this lease.
- (f) Tenant abandons or vacates any substantial portion of the Premises.
- (g) Tenant's act or omission causes or permits a lien to be filed upon the Premises.

15.2 In the event of one or more of the foregoing events of default by Tenant, Landlord shall have the following remedies:

- (a) Without declaring the Lease terminated, Landlord may enter upon the Premises, by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying all or part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises; further, Tenant agrees to reimburse Landlord for any expenditures made by Landlord in order to relet the Premises, including, but not limited to, remodeling and repair costs.
- (b) Without declaring the Lease terminated, Landlord may enter upon the Premises, by picking or changing locks if necessary without being liable for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease; further, Tenant agrees that Landlord will not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Lease caused by the negligence of Landlord or otherwise.
- (c) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord, and if Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy which it may have for possession of arrearages in rent, enter upon and take possession of the Premises, by picking or changing locks if necessary, and lock out,

expel, or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer for any reason due to the termination of this Lease including (without limitation) loss and damage due to the failure of Tenant to maintain and/or repair the Premises as required hereunder and/or due to the inability of Landlord to relet the Premises on satisfactory terms or otherwise.

- 15.3 Landlord acknowledges and agrees that following a default by Tenant under this Lease, of any right granted hereunder or under any applicable law to lock out or change the locks securing the Premises, Landlord shall provide Tenant with notice as required by the provisions of Chapters 92 and 93 of the Texas Property Code, and any amendments, modifications, recodification or any other changes thereto.
- 15.4 A rent concession or waiver of the base rent shall not relieve Tenant of any obligation to pay any other charges due and payable under this Lease.
- 15.5 Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by written notice of such termination to Tenant given in accordance with Section XVIII, and no other act or omission of Landlord will be construed as a termination of this Lease.
- 15.6 All rights and remedies of Landlord herein or existing at law or in equity and the exercise of one or more rights or remedies will not be taken to exclude or waive the right to the exercise of any other.
- 15.7 **In the event of any legal action or proceeding brought by either party against the other arising out of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such action and such amount to be included in any judgment rendered in such proceeding.**
- 15.8 Landlord hereby acknowledges receipt from Tenant of the sum stated in Section 1.1(k) above, to be applied to the first accruing installments of rent Landlord further acknowledges receipt from Tenant of the sum stated in Section 1.1(m) above to be held by Landlord, without interest, as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit is not an advance payment or rental or as measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may from time to time, without prejudice to any other remedy provided herein or provided by law, use such funds to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event or default, and Tenant will pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit will be returned by Landlord to Tenant upon termination of this lease.

ARTICLE XVI. LANDLORD'S LIEN.

- 16.1 IN ADDITION TO THE STATUTORY LANDLORD'S LIEN, LANDLORD WILL HAVE AT ALL TIMES A VALID SECURITY INTEREST TO SECURE PAYMENT OF ALL RENTAL AND OTHER SUMS OF

MONEY BECOMING DUE HEREUNDER FROM TENANT, AND TO SECURE PAYMENT OF ANY DAMAGES OR LOSS WHICH LANDLORD MAY SUFFER BY REASON OF THE BREACH BY TENANT OF ANY COVENANT, AGREEMENT OR CONDITION CONTAINED HEREIN, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT PRESENTLY, OR WHICH MAY HEREAFTER BE, SITUATED ON THE DEMISED PREMISES, AND ALL PROCEEDS THEREFROM, AND SUCH PROPERTY MUST NOT BE REMOVED THEREFROM WITHOUT THE CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENT AS WELL AS ANY AND ALL OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER MUST FIRST HAVE BEEN PAID AND DISCHARGED AND ALL THE COVENANTS, AGREEMENT AND CONDITIONS HEREOF HAVE BEEN FULLY COMPLIED WITH AND PERFORMED BY TENANT. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY TENANT, LANDLORD MAY, IN ADDITION TO ANY OTHER REMEDIES PROVIDED HEREIN OR UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED BY THE STATE IN WHICH THE PREMISES ARE LOCATED (INCLUDING WITHOUT LIMITATION TEXAS SECTION 9.505 (B)), THEREOF OR ITS EQUIVALENT, ENTER UPON THE PREMISES AND TAKE POSSESSION OF ANY AND ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT SITUATED ON THE PREMISES, WITHOUT LIABILITY FOR TRESPASS OR CONVERSION, AND SELL THE SAME AT PUBLIC OR PRIVATE SALE, WITH OR WITHOUT HAVING SUCH PROPERTY AT THE SALE, AFTER GIVING TENANT REASONABLE NOTICE OF THE TIME AND PLACE OF ANY PUBLIC SALE OR OF THE TIME AFTER WHICH ANY PRIVATE SALE IS TO BE MADE, AT WHICH SALE THE LANDLORD OR ITS ASSIGNS MAY PURCHASE UNLESS OTHERWISE PROHIBITED BY LAW. UNLESS OTHERWISE PROVIDED BY LAW, AND WITHOUT INTENDING TO EXCLUDE ANY OTHER MANNER OF GIVING TENANT REASONABLE NOTICE, THE REQUIREMENT OF REASONABLE NOTICE WILL BE MET IF SUCH NOTICE IS GIVEN IN THE MANNER PRESCRIBED IN THIS LEASE AT LEAST TEN CALENDAR DAYS BEFORE THE TIME OF SALE. ANY SALE MADE PURSUANT TO THE PROVISION OF THIS PARAGRAPH WILL BE DEEMED TO HAVE BEEN A PUBLIC SALE CONDUCTED IN A COMMERCIALY REASONABLE MANNER IF HELD IN THE ABOVE DESCRIBED PREMISES OR WHERE THE PROPERTY IS LOCATED AFTER THE TIME, PLACE AND METHOD OF SALE AND A GENERAL DESCRIPTION OF THE TYPES OF PROPERTY TO BE SOLD HAVE BEEN ADVERTISED IN A DAILY NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH THE RETAIL SPACE IS LOCATED FOR FIVE CONSECUTIVE CALENDAR DAYS BEFORE THE DATE OF THE SALE. THE PROCEEDS FROM ANY SUCH DISPOSITION, LESS ANY AND ALL EXPENSES CONNECTED WITH THE TAKING OF POSSESSION, HOLDING AND SELLING OF THE PROPERTY (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES); MUST BE APPLIED AS A CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE SECURITY INTEREST GRANTED IN THIS PARAGRAPH. ANY SURPLUS MUST BE PAID TO TENANT OR AS OTHERWISE REQUIRED BY LAW. THE TENANT MUST PAY ANY DEFICIENCIES FORTHWITH UPON REQUEST BY LANDLORD. THE STATUTORY LIEN FOR RENT IS NOT HEREBY WAIVED, THE SECURITY INTEREST HEREIN GRANTED BEING IN ADDITION AND SUPPLEMENTARY THERETO NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LANDLORD HAVE ANY LIEN OR INTEREST, SECURITY OR OTHERWISE, IN TENANTS RECORDS OR FILES.

- 16.2 LANDLORD MAY WAIVE THIS PROVISION WHERE TENANT FINDS IT NECESSARY TO BORROW FUNDS ON REMOVEABLE EQUIPMENT, FIXTURES, AND PANELS.

ARTICLE XVII. Holding Over.

- 17.1 In the event Tenant remains in possession of the Premises after the expiration of this lease and without the execution of a new lease, Tenant will be deemed to be occupying said Premises as a Tenant from month to month at a rental of \$4,500.00 per month and Tenant shall be otherwise subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy, except that Tenant shall not be entitled to any credit offset such that Tenant shall pay the entire monthly rental in money.

ARTICLE XVIII. Notice.

- 18.1 Wherever any notice is required or permitted hereunder, such notice must be in writing. Any notice or document required or permitted to be delivered hereunder will be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (even if Tenant shall have vacated) or at such other addresses as the parties hereto have specified by written notice.
- 18.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, and all must jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, and all must jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included with the terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XIX. Waiver of Subrogation.

- 19.1 Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance, provided, however, that this mutual waiver will be applicable only with respect to a loss or damage occurring during the time when standard fire and extended coverage insurance policies contain a clause or endorsement to the effect that any such release will not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy.

ARTICLE XX. Regulations.

20.1 Landlord and Tenant acknowledge that there are in effect federal, state; county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Premises, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, and conduct of business. Subject to the express rights granted to Tenant under the terms of this lease, Tenant will not cause, or permit; to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said Regulations. Moreover, Tenant will have no claim against Landlord by reason of any changes Landlord may make the Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers, or other invitees pursuant to same.

ARTICLE XXI. No Assignment, Transfer, or Subletting.

21.1 Tenant shall not assign this lease. Tenant shall not transfer this lease or any estate or interest in this lease. Tenant shall not sublet the Premises or any part of the Premises.

ARTICLE XXII. Miscellaneous.

22.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

22.2 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

22.3 Whenever a period of time is herein prescribed for action to be taken by Landlord or tenant, Landlord and Tenant will not be liable or responsible for, and there must be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions' or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord or Tenant.

22.4 Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this lease have the peaceable and quiet enjoyment and possession of the Demised Premises.

- 22.5 This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.
- 22.6 The laws of the State of Texas in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease.
- 22.7 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.
- 22.8 The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.
- 22.9 In addition to the minimum guaranteed rental payable hereunder, all other payments to be made by Tenant to Landlord, shall be deemed to be and shall become additional rental hereunder whether or not the same be designated as such, and Landlord shall have the same remedies for failure to pay the same as for non-payment of rent.
- 22.10 In the event any provision of an Addendum attached hereto shall be inconsistent with a provision in the body of the Lease, the provision as set forth in the Addendum shall be deemed to control.
- 22.11 The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Premises and this lease becomes effective only upon execution by Landlord and Tenant.
- 22.12 There are attached hereto and incorporated herein by reference the following Exhibits:
- EXHIBIT A: PROPERTY REPRESENTATION OF LOT WHERE DEMISED PREMISES ARE LOCATED**
 - EXHIBIT B: REAL PROPERTY TO BE SOLD BY TENANT TO LANDLORD AS PART OF THE CONSIDERATION FOR THIS LEASE**
 - EXHIBIT C: RULES AND REGULATIONS THAT TENANT SHALL FOLLOW**
 - EXHIBIT D: TENANT'S OPTION TO PURCHASE THE REAL PROPERTY REPRESENTED BY EXHIBIT A**
- 22.13 Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any.
- 22.14 Commencement date may be delayed, but not to exceed a reasonable time period in the event of shortages of material or labor for Tenant to begin the Tenant finish; however not including delays caused by Tenant or caused by Acts of God.
- 22.15 No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the Commencement Date of this Lease, and duly executed by the parties.

22.16 Tenant must record this Lease in the real property records of Tarrant County, Texas. Failure to record this Lease will constitute a default hereunder by Tenant.

Executed as of the date stated above.

LANDLORD: City of Grapevine, Texas, a Home Rule Municipality

By: _____
Bruno Rumbelow
Title: City Manager

TENANT: The First United Methodist Church, Grapevine, Texas, a Texas nonprofit corporation

By. _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned on this day personally appeared _____, * _____** and attested that ____*** is authorized to sign on behalf of The First United Methodist Church, Grapevine, Texas, a Texas nonprofit corporation, and proved to me through the presentation of a valid Texas Driver's License to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ____*** executed the same for the purposes and consideration therein expressed. M_****. _____* furthermore attested that ____*** is signing this document in ____***** capacity as _____** for and on behalf of The First United Methodist Church, Grapevine, Texas, and that such capacity makes ____***** signature valid and binding to The First United Methodist Church, Grapevine, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

NOTARY OF PUBLIC,
State of Texas

My Commission Expires:

EXHIBIT C**Rules and Regulations that Tenant Shall Follow**

1. Tenant's use and occupancy of the Premises must at all times comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations. Tenant, its agents, servants, and employees must not block or obstruct any of the entries, passages, doors hallways or stairways of the Senior Activities Center Building, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress and egress of Tenant, Its agents, servants, employees, visitors or invitees.
2. Safes and other heavy equipment must be moved into the Premises only with Landlord's written consent and must be placed where directed by Landlord. Any damage done to the Premises by taking in or removing any Tenant property, equipment, or furniture, other than pre-agreed to equipment, or from overloading any floor in any way, must be paid for by the Tenant upon demand by Landlord.
3. No sign, advertisement, or notice shall be displayed, painted or affixed by Tenant, its agents, servants, or employees in or on any part of the outside of the Premises without prior written consent of Landlord.
4. Landlord is not responsible for lost or stolen personal property, equipment, money or any article taken from the Premises.
5. Tenant shall keep Premises in a clean and tidy condition at all times and shall keep in an orderly manner all bars, shelves and other devices used for display and sale of merchandise. Tenant shall take care to present at all times product and event spaces that are neatly and safely displayed.
6. Tenant, its agents, servants and employees shall not install or operate any kitchen, refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Premises any flammable fluids other than those which have been preapproved in writing in the remodel floor plan. Any additional item which Tenant desires to install shall be subject to the written approval of Landlord, such approval not to be unreasonably withheld.
7. Tenant, Its agent, servants or employees shall not bring into the Complex or Premises or keep on the Premises any dog, bird or animal, except a Seeing Eye dogs or other animal necessary for the assistance of a disabled person.
8. No additional locks shall be placed on any door in or providing access to the Premises unless Landlord is given a key to the lock at the time that it is installed. Twelve keys to the Premises will be furnished by Landlord and neither Tenant, its agents, servants, or employees will have any duplicate keys made without the consent of Landlord, such consent not to be unreasonably withheld. Landlord may at all times keep a pass key to, the Premises. All keys shall be returned to Landlord promptly upon termination of the Lease.
9. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any-part or appurtenance of the Premises.
10. Landlord will not permit entrance to Tenant's offices by use of pass keys controlled by Landlord to any person at any time without permission by Tenant, except employees, contractors, or service personnel directly supervised by Landlord.

ITEM # 7

11. Tenant shall not use the sidewalk adjacent to or any other space outside the Premises for display, sale or any other similar purpose or otherwise block those areas in any way unless previously agreed to in writing.
12. Tenant shall not use the roof or exterior walls of the Premises for any purpose except that permitted by the Lease. Tenant shall not cause a violation of, or do any act which may result in a violation of, the roof bond with respect to the Premises. Landlord reserves the right to build additional stories, levels or buildings above the Premises, none of which shall be deemed to be part of the Premises. Neither Tenant nor its employees, invitees, licensees, contractors, or subcontractors shall be allowed access to the roof without Landlord's prior written consent.
13. Tenant shall, at Tenant's expense, maintain the Premises in a clean, orderly and sanitary condition free of insects, vermin, rodents and other pests. Tenant shall adhere to trash pick-up procedures established from time to time by Landlord. During normal working hours, all refuse, trash, garbage and containers or types approved by Landlord for the same will be placed in the Premises as not to be visible from the exterior of the Premises or from the interior areas of the Premises normally used by the public. Boxes will be flattened by Tenant before being put in the trash containers (if applicable). No material shall be placed in the trash boxes or receptacles if the material is of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located without being in violation of any law or ordinance governing such disposal.
14. Landlord may waive any one or more of these Rules for the benefit of any particular tenant, but such waiver by Landlord shall not be construed as a waiver of such Rules from thereafter enforcing all Rules against the Tenants.
15. Landlord may amend the Rules and make other and further reasonable rules as in its sole judgment are from time to time necessary and desirable.
16. These rules are for the Landlord's benefit, and are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of Premises. Landlord has no liability for its failure to enforce any of the Rules against any tenant.
17. Existing parking spaces in the parking lot of the Premises in Exhibit "A" will be available for use by Tenant, except that, under Article VIII above, Landlord will have the right to use the parking areas of the Premises during any and all festivals or special events sponsored by Landlord, in whole or in part, with 14 calendar days notice to Tenant.
18. Landlord will provide thirty (30) Day written notice if there is a change in the "Rules and Regulations".

EXHIBIT D**Tenant's Option to Purchase the Real Property Represented by Exhibit A**

If, during the term of this Lease, Landlord desires to sell the real property described in Exhibit "A," Landlord will notify Tenant in writing of Landlord's desire to sell said real property and simultaneously give Tenant a copy a written appraisal of said real property. Said appraisal shall be performed by a Certified General Appraiser who is licensed by and in good standing with the Texas Appraiser Licensing and Certification Board. Landlord shall select said appraiser and pay for said appraisal. Tenant shall provide an appraiser retained by Landlord complete access, during Tenant's regular hours of operation, to the real property described in Exhibit "A," including the interior of the Premises thereon. Tenant shall have the option, for 90 calendar days from receipt of said notice and appraisal from Landlord, to buy said real property at the price specified in said appraisal. If Tenant fails to tender the full amount of money specified in said appraisal to Landlord within 90 calendar days of receiving said notice and appraisal, Landlord may sell said real property described in Exhibit "A" at Landlord's sole discretion.

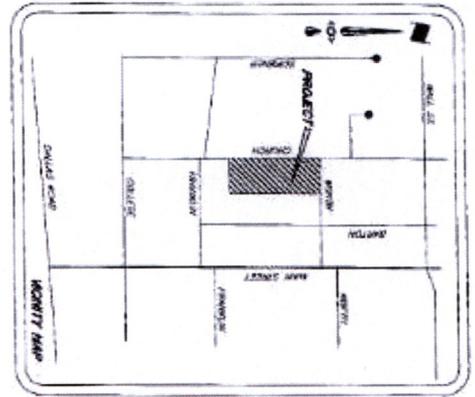


EXHIBIT A

BLOCK 6
GRANTING ADDITION
VOLUME 308 PAGE 71

FRANKLIN STREET

CHURCH STREET

POINT OF BEGINNING
N 03°30'11" E
74.00'

NORTH 40' WIDE STREET

LOT 3

LOT 4

LOT 8

BLOCK 3

LOT 6 R
0.8582 ACRES GROSS
37428 SQ FT
0.8562 ACRES NET
37295 SQ FT

BLOCK 3
GRANTING ADDITION
VOLUME 308 PAGE 71
LOT 8

BLOCK 3
GRANTING ADDITION
VOLUME 308 PAGE 71
LOT 7

BLOCK 3
GRANTING ADDITION
VOLUME 308 PAGE 71
LOT 8

FRANKLIN STREET

BARTON STREET

176150A7

\$21.00

2/27/99

LEASE EXHIBIT B - PAGE 1

**GIFT
WARRANTY DEED**

FILED
TARRANT COUNTY TEXAS
APR 19 12:52
COUNTY CLERK

HO. HO. HO. SH. SH. SH.

Date: March 15, 1999

Grantor: Kenneth W. Shaw and Carole C. Shaw

Grantor's Mailing Address (including county): 5440 Harvest Hill Road, Suite 101, Dallas, Dallas County, Texas 75230

Grantee: First United Methodist Church, Grapevine, In Trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the Grantee, and the Grantor reserves no right or interest in said premises.

Grantee's Mailing Address (including county): 422 Church Street, Grapevine, Tarrant County, Texas

Consideration:

For and in consideration of the love and consideration that we have for Grantee.

Property (including any improvements): All those certain three (3) tracts of land more fully described by metes and bounds on Exhibit A.

**Reservations from and Exceptions to Conveyances and Warranty:
See Exhibit B**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyances and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under them only except as to the

LEASE EXHIBIT B - PAGE 2

reservations from and exceptions to warranty.

411710-0110-001

When the context requires, singular nouns and pronouns include the plural.

Executed on the day first above written.

Kenneth W. Shaw
Kenneth W. Shaw

Carole C. Shaw
Carole C. Shaw

(ACKNOWLEDGMENT)

STATE OF TEXAS :
COUNTY OF DALLAS :

This instrument was acknowledged before me on the ¹⁸~~27~~ day of March, 1999, by Kenneth W. Shaw and Carole C. Shaw.



Claudette K. Copeland
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
OF:
Kevin S. Marshall
714 Jackson Street
Suite 100
Dallas, Texas 75202

PREPARED IN THE LAW OFFICES:
Kevin S. Marshall
714 Jackson Street
Suite 100
Dallas, Texas 75202

LEASE EXHIBIT B - PAGE 3

EXHIBIT A

TRACT ONE

ALL that certain tract, or parcel of land situated in the AMBROSE FOSTER SURVEY, ABSTRACT 518, Tarrant County, Texas and containing the tract described in the deed to Marvin C. Dearing Jr. and wife, Sandra S. Dearing as recorded in Volume 7568, Page 67, Deed Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the southwest corner of the tract described in the deed to C. C. Mitchell and wife, Bessie Mitchell as recorded in Volume 3440, Page 379 of said Deed Records, said point being in the easterly boundary line of the tract described in the deed to Marvin Clark Dearing and wife, Lilly Mae Dearing as recorded in Volume 2971, Page 192 of said Deed Records; THENCE South 01 degrees 07 minutes 56 seconds West with the westerly boundary line of said Marvin Clark Dearing tract, 29.02 feet to the northwest corner of said Dearing, Jr. tract; THENCE South 88 degrees 18 minutes 57 seconds East with the northerly boundary line of same, 35.89 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the easterly right-of-way line of Ball Street and being in a curve to the left and for the POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

THENCE southwesterly with said easterly right-of-way line and said curve to the left having a radius of 1121.95 feet, a central angle of 03 degrees 50 minutes 18 seconds, an arc length of 75.16 feet and a long chord of South 05 degrees 19 minutes 51 seconds West at 75.15 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the southerly boundary line of said Dearing, Jr. tract;

THENCE South 88 degrees 18 minutes 57 seconds East leaving said easterly right-of-way line and with the southerly boundary line of same, 84.61 feet to a 1/2 inch steel rod found for the southeast corner of said Dearing, Jr. tract;

THENCE North 01 degrees 07 minutes 56 seconds East with the easterly boundary line of same, 75.00 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the northeast corner of said Dearing, Jr. tract;

THENCE North 88 degrees 18 minutes 57 seconds West with the northerly boundary line of same, 79.11 feet to the place of beginning and containing 0.1417 acre of land, more or less, as surveyed by David C. Moak Surveyors, Inc. during the month of October, 1998.

LEASE EXHIBIT B - PAGE 4

EXHIBIT A

Tarrant County, Texas

ALL that certain tract or parcel of land situated in the AMBROSE FOSTER SURVEY, ABSTRACT 518, Tarrant County, Texas and containing the tract described in the deed to Marvin Clark Dearing as recorded in Volume 5340, Page 597, Deed Records, Tarrant County, Texas and being more particularly described by rates and bounds as follows:

COMMENCING at a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the southwest corner of the tract described in the deed to C. G. Mitchell and wife, Bessie Mitchell as recorded in Volume 3440, Page 379 of said Deed Records, said point being in the easterly boundary line of the tract described in the deed to Marvin Clark Dearing and wife, Lilly Mae Dearing as recorded in Volume 2971, Page 192 of said Deed Records; THENCE South 01 degrees 07 minutes 56 seconds West with the westerly boundary line of said Marvin Clark Dearing tract; 376.71 feet to the northwest corner of said Marvin Clark Dearing tract; THENCE North 88 degrees 35 minutes 13 seconds East with the northerly boundary line of same, 27.84 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the easterly right-of-way line of Ball Street and for the POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE South 01 degrees 32 minutes 33 seconds West with said easterly right-of-way line, 109.96 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the southerly boundary line of same;

THENCE North 88 degrees 35 minutes 13 seconds East leaving said easterly right-of-way line and with the southerly boundary line of same, 87.94 feet to a 1/2 inch steel rod found for the southeast corner of said Dearing tract;

THENCE North 01 degrees 05 minutes 13 seconds East with the easterly boundary line of same, 109.92 feet to a 1/2 inch steel rod found for the northeast corner of said Dearing tract;

THENCE South 88 degrees 35 minutes 13 seconds West with the northerly boundary line of same, 87.07 feet to the place of beginning and containing 0.2206 acre of land, more or less, as surveyed by David C. Moak Surveyors, Inc. during the month of October, 1998.

LEASE EXHIBIT B - PAGE 5

EXHIBIT A
Tract 3

ALL that certain tract or parcel of land situated in the AMEROSE FOSTER SURVEY, ABSTRACT 518, Tarrant County, Texas and being a portion of the tract described in the deed to Marvin Clark Dearing and wife, Lilly Mae Dearing as recorded in Volume 2971, Page 192, Deed Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the southwest corner of the tract described in the deed to C. C. Mitchell and wife, Bessie Mitchell as recorded in Volume 3440, Page 379 of said Deed Records, said point being in the westerly boundary line of said Dearing tract: THENCE North 88 degrees 18 minutes 57 seconds East with the southerly boundary line of said Mitchell tract, 38.85 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

THENCE South 88 degrees 18 minutes 57 seconds East with the southerly boundary line of said Mitchell tract, 239.48 feet to a Bois d'arc fence post in concrete found in the easterly boundary line of said Marvin Clark Dearing and wife, Lilly Mae Dearing tract and being the northwest corner of the tract described in the deed to City of Grapevine as recorded in Volume 11127, Page 2115 of said Deed Records:

THENCE South 33 degrees 37 minutes 50 seconds East with said easterly boundary line, 214.69 feet to a fence post in concrete found:

THENCE South 02 degrees 24 minutes 56 seconds West continuing with said easterly boundary line, 243.84 feet to a fence post in concrete found for the common corner of said Dearing tract and the tract described in the deed to First United Methodist Church of Grapevine as recorded in Volume 12403, Page 1449 of said Deed Records:

THENCE North 89 degrees 57 minutes 03 seconds East continuing with said easterly boundary line, 48.74 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set from which a 1/2 inch steel rod found bears North 26 degrees 26 minutes 26 seconds West at 1.18 feet:

THENCE South 26 degrees 26 minutes 26 seconds East continuing with said easterly boundary line, 128.82 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the most easterly southeast corner of said Dearing tract:

THENCE South 87 degrees 11 minutes 14 seconds West with the southerly boundary line of same, 192.00 feet to a fence post found:

THENCE North 02 degrees 48 minutes 46 seconds West, 24.22 feet to a 1/2 inch capped steel rod set stamped "MOAK SURV INC":

THENCE North 89 degrees 34 minutes 09 seconds West, 120.64 feet to a 1/2 inch steel rod found for the northeast corner of the tract described in the deed to Donald R. Ham and wife, Sara B. Ham as recorded in Volume 7874, Page 2210 of said Deed Records:

THENCE North 87 degrees 35 minutes 24 seconds West with the northerly boundary line of same, 131.10 feet to a 1/2 inch steel rod found for the northwest corner of said Ham tract:

THENCE South 60 degrees 33 minutes 00 seconds East with the westerly boundary line of same, 177.32 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the northerly right-of-way line of College Street and being in a curve to the right:

THENCE southwesterly with said northerly right-of-way line and said curve to the right having a radius of 652.35 feet, a central angle of 00 degrees 14 minutes 30 seconds, an arc length of 3.60 feet and a long chord of South 81 degrees 47 minutes 44 seconds West at 3.60 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the beginning of a curve to the right:

THENCE northeasterly continuing with said northerly right-of-way line and said curve to the right, having radius of 25.00 feet, a central angle of 95 degrees 12 minutes 10 seconds, an arc length of 51.54 feet and a long chord of North 50 degrees 34 minutes 12 seconds West at 36.92 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the easterly right-of-way line of Ball Street and for the beginning of a curve to the right:

W.M.A. - H.O.H. - C.O.M.

[Handwritten signature]

THENCE northwesterly with said easterly right-of-way line and said curve to the right having a radius of 2023.87 feet, a central angle of 04 degrees 20 minutes 40 seconds, an arc length of 153.46 feet and a long chord of North 00 degrees 37 minutes 47 seconds West at 153.42 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set;

THENCE North 01 degrees 32 minutes 33 seconds East continuing with said easterly right-of-way line, 39.69 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the southerly boundary line of the tract described in the deed to Marvin Clark Dearing as recorded in Volume 5340, Page 597 of said Deed Records;

THENCE North 88 degrees 35 minutes 13 seconds East leaving said easterly right-of-way line and with the southerly boundary line of said Marvin Clark Dearing tract, 87.94 feet to a 1/2 inch steel rod found for the southeast corner of same;

THENCE North 01 degrees 05 minutes 13 seconds East with the easterly boundary line of said Marvin Clark Dearing tract, 109.92 feet to a 1/2 inch steel rod found for the northeast corner of same;

THENCE South 88 degrees 35 minutes 13 seconds West with the northerly boundary line of said Marvin Clark Dearing tract, 87.07 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in said easterly right-of-way line of Bell Street;

THENCE North 01 degrees 32 minutes 33 seconds East continuing with said easterly right-of-way line, 238.57 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the beginning of a curve to the right;

THENCE northeasterly with said curve to the right having a radius of 1121.95 feet, a central angle of 01 degrees 52 minutes 09 seconds, an arc length of 36.60 feet, and a long chord of North 02 degrees 28 minutes 37 seconds East at 36.60 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the southerly boundary line of the tract described in the deed to Marvin C. Dearing, Jr. and wife, Sandra S. Dearing as recorded in Volume 7568, Page 67 of said Deed Records;

THENCE South 88 degrees 18 minutes 57 seconds East leaving said easterly right-of-way line and with the southerly boundary line of same, 94.61 feet to a 1/2 inch steel rod found for the southeast corner of said Dearing, Jr. tract;

THENCE North 01 degrees 07 minutes 56 seconds East with the easterly boundary line of same, 75.00 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set for the northeast corner of said Dearing, Jr. tract;

THENCE North 88 degrees 18 minutes 57 seconds West with the northerly boundary line of same, 79.11 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in said easterly right-of-way line of Bell Street and in a curve to the right;

THENCE northeasterly continuing with said easterly right-of-way line, and said curve to the right having a radius of 1121.95 feet, a central angle of 01 degrees 17 minutes 07 seconds, an arc length of 25.17 feet and a long chord of North 07 degrees 53 minutes 34 seconds East at 25.17 feet to the place of beginning and containing 4.2100 acres of land, more or less, as surveyed by David C. Moak Surveyors, Inc. during the month of October, 1996.

LEASE EXHIBIT B - PAGE 7

Exhibit B

- 100 • HGMO • GH • JWH
1. Taxes for the year 1999 and all subsequent years - as to Tract One, Two and Three.
Tract One - 0.1417 acre tract
 2. Protrusion/encroachment of metal shed over property line as shown on survey Prepared by David C. Moak dated October 28, 1998.
 3. Protrusion/encroachment of chain link fence shown on survey prepared by David C. Moak, Inc. dated October 28, 1998.
 4. Protrusion of concrete drive shown on survey prepared by David C. Moak Surveyors, Inc. dated October 28, 1998.
 5. Lease Agreement dated January 15, 1999 by and between Kenneth W. Shaw and landlord and Marvin C. Dearing, Jr. etux as tenants.
Tract Two - .2200 acres
 6. Lease Agreement between Kenneth W. Shaw as landlord and Earl Maddox as Lessee dated January 14, 1999.
Tract Three - 4.2 acres
 7. Subject to \$250,000.00 Note and Deed Of Trust executed by Kenneth W. Shaw and Carole C. Shaw in favor of Marvin Clark Dearing and wife, Lillie Mae Dearing dated January 15, 1999 and recorded in Tarrant County Real Property Records.
- K.S.

LEASE EXHIBIT B - PAGE 9



LEASE EXHIBIT H - PAGE 10

TRACT ONE



EXHIBIT C**Rules and Regulations that Tenant Shall Follow**

1. Tenant's use and occupancy of the Premises must at all times comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations. Tenant, its agents, servants, and employees must not block or obstruct any of the entries, passages, doors hallways or stairways of the Senior Activities Center Building, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress and egress of Tenant, Its agents, servants, employees, visitors or invitees.
2. Safes and other heavy equipment must be moved into the Premises only with Landlord's written consent and must be placed where directed by Landlord. Any damage done to the Premises by taking in or removing any Tenant property, equipment, or furniture, other than pre-agreed to equipment, or from overloading any floor in any way, must be paid for by the Tenant upon demand by Landlord.
3. No sign, advertisement, or notice shall be displayed, painted or affixed by Tenant, its agents, servants, or employees in or on any part of the outside of the Premises without prior written consent of Landlord.
4. Landlord is not responsible for lost or stolen personal property, equipment, money or any article taken from the Premises.
5. Tenant shall keep Premises in a clean and tidy condition at all times and shall keep in an orderly manner all bars, shelves and other devices used for display and sale of merchandise. Tenant shall take care to present at all times product and event spaces that are neatly and safely displayed.
6. Tenant, its agents, servants and employees shall not install or operate any kitchen, refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Premises any flammable fluids other than those which have been preapproved in writing in the remodel floor plan. Any additional item which Tenant desires to install shall be subject to the written approval of Landlord, such approval not to be unreasonably withheld.
7. Tenant, Its agent, servants or employees shall not bring into the Complex or Premises or keep on the Premises any dog, bird or animal, except a Seeing Eye dogs or other animal necessary for the assistance of a disabled person.
8. No additional locks shall be placed on any door in or providing access to the Premises unless Landlord is given a key to the lock at the time that it is installed. Twelve keys to the Premises will be furnished by Landlord and neither Tenant, its agents, servants, or employees will have any duplicate keys made without the consent of Landlord, such consent not to be unreasonably withheld. Landlord may at all times keep a pass key to, the Premises. All keys shall be-returned to Landlord promptly upon termination of the Lease.
9. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any-part or appurtenance of the Premises.
10. Landlord will not permit entrance to Tenant's offices by use of pass keys controlled by Landlord to any person at any time without permission by Tenant, except employees, contractors, or service personnel directly supervised by Landlord.

ITEM # 7

11. Tenant shall not use the sidewalk adjacent to or any other space outside the Premises for display, sale or any other similar purpose or otherwise block those areas in any way unless previously agreed to in writing.
12. Tenant shall not use the roof or exterior walls of the Premises for any purpose except that permitted by the Lease. Tenant shall not cause a violation of, or do any act which may result in a violation of, the roof bond with respect to the Premises. Landlord reserves the right to build additional stories, levels or buildings above the Premises, none of which shall be deemed to be part of the Premises. Neither Tenant nor its employees, invitees, licensees, contractors, or subcontractors shall be allowed access to the roof without Landlord's prior written consent.
13. Tenant shall, at Tenant's expense, maintain the Premises in a clean, orderly and sanitary condition free of insects, vermin, rodents and other pests. Tenant shall adhere to trash pick-up procedures established from time to time by Landlord. During normal working hours, all refuse, trash, garbage and containers or types approved by Landlord for the same will be placed in the Premises as not to be visible from the exterior of the Premises or from the interior areas of the Premises normally used by the public. Boxes will be flattened by Tenant before being put in the trash containers (if applicable). No material shall be placed in the trash boxes or receptacles if the material is of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located without being in violation of any law or ordinance governing such disposal.
14. Landlord may waive any one or more of these Rules for the benefit of any particular tenant, but such waiver by Landlord shall not be construed as a waiver of such Rules from thereafter enforcing all Rules against the Tenants.
15. Landlord may amend the Rules and make other and further reasonable rules as in its sole judgment are from time to time necessary and desirable.
16. These rules are for the Landlord's benefit, and are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of Premises. Landlord has no liability for its failure to enforce any of the Rules against any tenant.
17. Existing parking spaces in the parking lot of the Premises in Exhibit "A" will be available for use by Tenant, except that, under Article VIII above, Landlord will have the right to use the parking areas of the Premises during any and all festivals or special events sponsored by Landlord, in whole or in part, with 14 calendar days notice to Tenant.
18. Landlord will provide thirty (30) Day written notice if there is a change in the "Rules and Regulations".

EXHIBIT D**Tenant's Option to Purchase the Real Property Represented by Exhibit A**

If, during the term of this Lease, Landlord desires to sell the real property described in Exhibit "A," Landlord will notify Tenant in writing of Landlord's desire to sell said real property and simultaneously give Tenant a copy a written appraisal of said real property. Said appraisal shall be performed by a Certified General Appraiser who is licensed by and in good standing with the Texas Appraiser Licensing and Certification Board. Landlord shall select said appraiser and pay for said appraisal. Tenant shall provide an appraiser retained by Landlord complete access, during Tenant's regular hours of operation, to the real property described in Exhibit "A," including the interior of the Premises thereon. Tenant shall have the option, for 90 calendar days from receipt of said notice and appraisal from Landlord, to buy said real property at the price specified in said appraisal. If Tenant fails to tender the full amount of money specified in said appraisal to Landlord within 90 calendar days of receiving said notice and appraisal, Landlord may sell said real property described in Exhibit "A" at Landlord's sole discretion.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 5, 2016
SUBJECT: PARKING RESTRICTION ON EAST COLLEGE STREET

RECOMMENDATION:

City Council to consider approval of an ordinance amending the Grapevine Code of Ordinances Chapter 23 Traffic, Article V Parking, prohibiting parking on the north side of East College Street from S. Main Street 60 feet east and from 170 feet east of S. Main Street to 260 feet east of S. Main Street, and take any necessary action.

BACKGROUND:

Development along Main Street and E. College Street has resulted in patrons parking along both sides of E. College Street in the vicinity of S. Main Street.

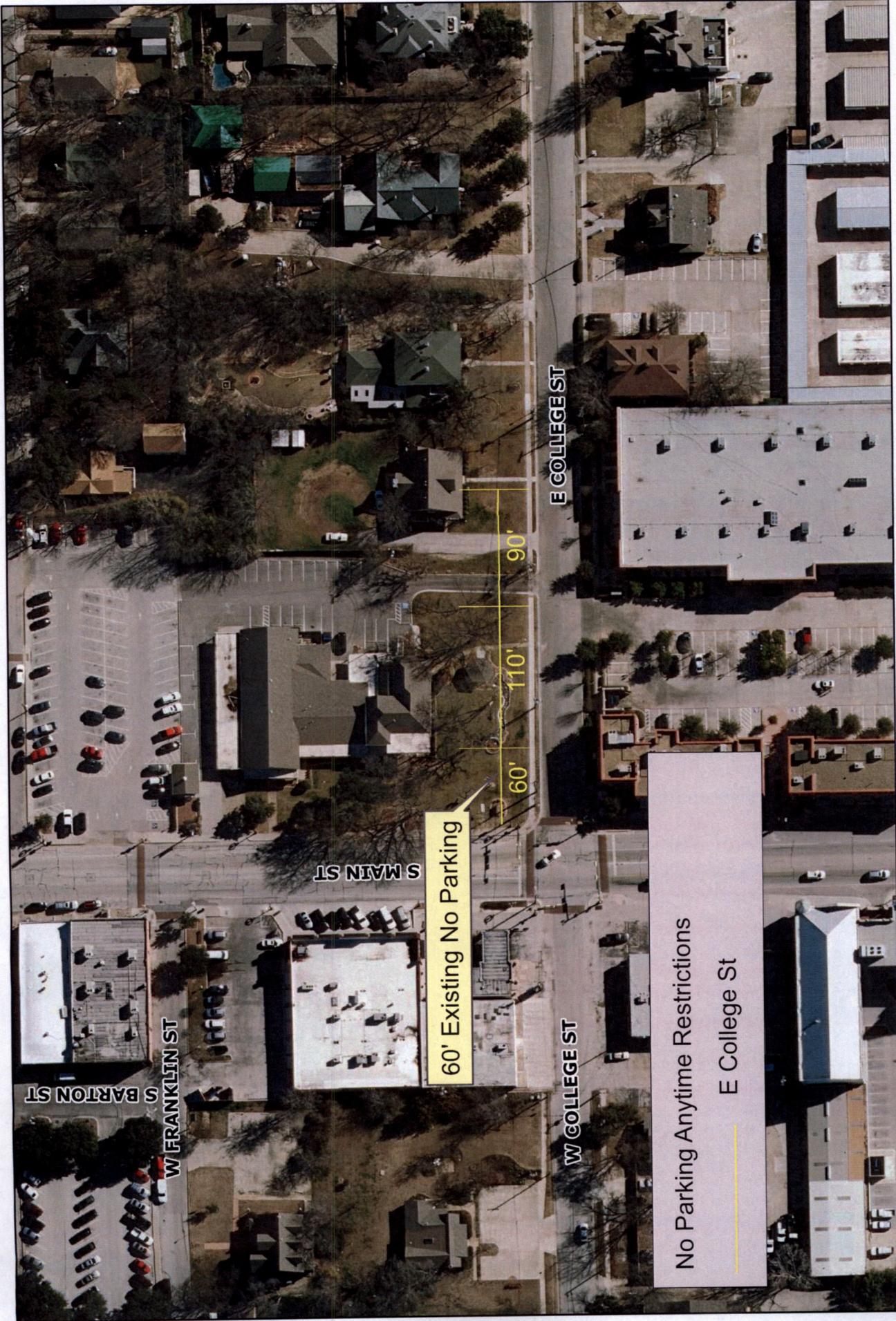
The roadway is often reduced to the width of a single lane down the middle of the pavement when cars are parked on both sides. Additionally, this roadside parking inhibits visibility for motorists on the roadway as well as any patron who has parked in the Foust Funeral Home parking lot. We have also received calls from a resident at 121 E. College Street regarding missed trash pick-up due to parked vehicles.

The Fire Department has advised the Public Works Department that they support the proposed restriction to improve emergency vehicle access.

The attached exhibit and photos illustrate the location.

Staff recommends approval.

JSL:



E College St - Parking Restrictions



0 50 100 200 Feet

1 inch = 100 feet

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AMENDING THE GRAPEVINE CODE OF ORDINANCES BY AMENDING CHAPTER 23 TRAFFIC, ARTICLE V RELATIVE TO PARKING; AUTHORIZING THE ERECTION OF TRAFFIC REGULATION SIGNS; REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00); PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, constitutional and statutory prerequisites for the approval of this ordinance have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this ordinance to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 1. That Chapter 23 Traffic, Section 23-63, No Parking Zones; Restricted Parking Zones; No Standing Zones; No Stopping Zones of the Grapevine Code of Ordinances is hereby amended by adding the following:

“East College Street, North side, no parking from South Main Street to 60 feet east of South Main”

“East College Street, North side, no parking from 170 feet east of South Main Street to 260 feet east of South Main”

Section 2. That the City Manager, or his designee, is hereby authorized to have the proper traffic signs erected, constructed, and placed at such points along said highways, streets or alleys, or portions hereof under construction, maintenance or repair so that travelers will be reasonably notified of said traffic regulations.

Section 3. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Grapevine, Texas, shall be deemed repealed

only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

Section 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Hundred Dollars (\$200.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The fact that the present ordinances and regulations of the City of Grapevine, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the public creates an emergency which requires that this ordinance become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

Ordinance No. _____

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: JULY 5, 2016

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR ETHERNET 200 MBPS INTERNET CIRCUIT SERVICES

RECOMMENDATION:

City Council to consider approval to renew an annual contract for Ethernet 200 MBPS Internet Circuit services from Quest Communications Company, LLC. dba CenturyLink.

FUNDING SOURCE:

Funding for this purchase is currently budgeted for in the general fund in the utilities account in an amount not to exceed \$62,696.16.

BACKGROUND:

This request is for ongoing service on a 200 MBPS Metro Ethernet circuit. The City uses this type circuit for all incoming and outgoing e-mail as well as for all incoming and outgoing FTP transfers, DNS services and publishing websites.

This purchase will be made in accordance with a contract established through the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b).

Bids were taken by the Cooperative and a contract was awarded to Qwest Communications Company, LLC. dba CenturyLink. IT staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best service and pricing meeting the needs of the City.

Staff recommends approval.

AP/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: JULY 5, 2016
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR CISCO
SOFTWARE MAINTENANCE

RECOMMENDATION:

City Council to consider approval to renew an annual contract for Cisco software maintenance from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 100-43465-101-2 (Misc. Equipment Maintenance) in the amount not to exceed \$17,973.89.

BACKGROUND:

This purchase request is to renew an annual contract for Cisco maintenance. The annual maintenance agreement will allow IT staff to receive updated software, hardware maintenance and technical support as needed.

This purchase will be made in accordance with a contract established with Netsync Network Solutions by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b).

Bids were taken by the cooperative and a contract was awarded to Netsync Network Solutions. The Purchasing and IT staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

Staff recommends approval.

AP/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: JULY 5, 2016
SUBJECT: ACCEPT LOCAL OPTION ELECTION PETITION

RECOMMENDATION:

City Council to consider acceptance of a Local Option Election Petition for the purpose of allowing the legal sale of all alcoholic beverages for off-premise consumption only.

BACKGROUND:

On May 11, 2016 the City Secretary issued a petition for the "The legal sale of all alcoholic beverages for off-premise consumption only" upon receipt of an Application for a Petition for a Local Option Election.

The petitioners had 60 days to receive 3,864 signatures which equals 35% of the registered voters who voted in the most recent gubernatorial election.

The petition was returned to the City with 5,339 signatures. The signatures were verified by Tarrant County Elections Administration. There were 4,590 signatures accepted as registered voters in the City of Grapevine.

Per Section 501.032 of the Election Code, the petition must be considered at the next regular City Council meeting on or after the 30th day after the petition has been filed with the City Secretary's Office.

Per Section 501.033 of the Election Code, the date the petition is presented and the names of the signers must be recorded in the minutes of the City Council.

Attached is the letter from Tarrant County Elections Administration declaring the petition valid and the list of registered voters who signed the petition.

SIGNATURES

5,339 submitted
4,590 accepted/verified
749 rejected

Staff recommends approval.

TAB



**TARRANT COUNTY
ELECTIONS ADMINISTRATION**

FRANK PHILLIPS, CERA
Elections Administrator

STEPHEN VICKERS
Deputy Elections Administrator

Date: June 16, 2016

To: Tara Brooks
City Secretary

From: Frank Phillips 
Elections Administrator

Subject: Local Option Petition
City of Grapevine

This memorandum is to certify that Local Option Petition for City of Grapevine was verified by our office.

Said petition required 3,864 acceptable signatures, which is 35% of registered voters who voted in the most recent gubernatorial election within the political subdivision for a ballot issue that permits voting for or against.

A total of 5,339 signatures were verified, 4,590 were accepted and 749 were rejected. Said petition has sufficient valid signatures to call an election for Local Option.

If you have any questions please feel free to contact Patricia Benavides at 817-831-6454.

FP/pb

*Signatures on petition received May 27, 2016***ACCEPTED SIGNATURES****Signer**

FAHIM, AHMAD ART
 DOWLING, MEGAN DIANE
 PRESTON, GREGORY STEPHEN
 COX, RONALD WAYNE
 POVEDA, LARISA LUDEKE
 MANLEY, TIMOTHY WILLIAM
 HEMMELGARN, ANDREW LEE
 CURB, SANDRA GOODIER
 JUSTICE, WILLIAM MARTI
 BARTKUS, CAROLYN T
 TUTTLE, JOHN WILLIAM
 BROWN, SUSAN
 CRESSWELL, LEDA SUSAN
 LONG, GREGORY BRUCE
 BURNS, DAVID
 KENDALL, KENDALL ANNE
 MCILVAIN, TED LYNN
 SALAS, ROSA DELCARMEN
 WILKINSON, MATTIE ELIZABETH
 HELMS, MICHAEL RAY
 TREFZGER-TIETZ, LAURIE
 TUCKER, KENNETH ARLEN
 CAMPBELL, PAUL FOSTER
 DEAY, CHERYL DANIELLE
 DEAY, CHRISTA
 HANSON, REXANNA HOOD
 BROADHURST, JAMES STEVEN
 MCKINNON, JESSE NEAL
 FRAUSTO, GUADALUPE IV
 BERRY, BRENT LANCE
 AVERY, BRIAN ROSS
 WINZEN, KENNETH ROBERT JR
 YATES, DOMINICK COLE
 RODRIGUEZ, GRACIELA RUIZ
 SWEEK, CATHERINE IMOGENE
 HUNT, AHOORA-DA-DEH ZEEBA
 BASS, KIRSTEN HODEL
 COCHRAN, LARRY JOHN
 COMPAS, ANGELA VERLIE
 PARKER, JODI RAY
 BINGHAM, TIMOTHY JAMES
 GARRETT, CATHERINE JEAN
 DAWSON, DOUGLAS W
 SILVA, ESTAFANE JUSTINE

Signer

GARZA, JANE EARLY
 SMITH, ERIC VAUGHN
 OAS, WHITNEY PRESTON
 HEMMELGARN, ALTON HERMAN
 POVEDA, JUAN ANTONIO
 PARRISH, TAYLOR ANDREW
 HOLBERT, ANDREW THAO JR
 LOWER, HYRUM THOMAS
 KELLY, JAY DUANE
 HOWARD, RICHARD LEON
 YORK, MARSHA
 CRESSWELL, COLIN SUSAN
 RYAN, MELISSA RYAN
 BROGDON, WESLEY DALE
 BREWER, GILLIAN ALYS
 BLATNIK, DARLA JODINE
 MCILVAIN, SANDRA
 DUPERTUIS, SUSAN LYNNE
 HELMS, CHERYL KAYE
 SHANNON, DONALD LEWIS
 PATTERSON, HUGH BENNETT III
 BRODRICK, JAMES DARRELL
 HARRIS, MARK SEARS
 DEAY, WILLIAM RUSSELL
 MORELAND, JAMES HORACE
 HANSON, PAUL GEORGE
 MCKINNON, CYNTHIA NORRIS
 GIBSON, JAN JONES
 BRYAN, BEVERLY
 NEAL, SHERRY ANN
 QUEEN, JERRI
 WINZEN, KYLE JOSEPH
 RODRIGUEZ, RAFAEL OLMOS
 SALINAS, MARISIO LUIS
 HUNT, ERIC REECE
 GOMES, MARILYN CHONDONA
 BYERS, DANIEL ELZY
 BASS, JAMES EARL
 COCHRAN, BRANDI DENISE
 WIELAND, DANIEL JOHN
 MCGOUGH, MELINDA ANNE
 BELLINGHAUSEN, TERRENCE E
 VEDDA, MICHAEL ANGELO
 BOGGS, JEFF ROBERT

ACCEPTED SIGNATURES

Signer

HEINZE, ALVIN DAVID
 HASSENPFUG, DENNIS HAROLD
 WILLIAMS, MATTHEW
 WORKS, CANDICE MARTHA
 BOGGS, MOLLY JANE
 MEHNERT, ALEXANDER ERIC
 FORREST, NANCY LEE
 BIRD, LARRY WILLIAM
 CAPUANO, JOSEPH ANTHONY
 CLUTTERBUCK, KEVIN RICHARD GARRISON
 GIBBONS, SUSAN
 BEASLEY, KAREN VERBURG
 BROWN, LENTON ROSS
 LUZURIAGA, PEDRO PABLO
 STRAITON, KIMBERLY ANN
 HUGHES, JANE ALICE
 FOLEY, AILEEN C
 SPRINGER, SUSAN
 SMITH, SCOTT MITCHELL
 JONES, SARAH LILLIAN
 DUGAN, MIA K
 PENNEL, CHASE WILLIAM
 BROWN, JASON H
 LEEPER, MICHAEL LEWIS
 MCSWAIN, JOSEPH COCHRAN
 DUNNEWIN, LARRY ALAN
 OCHOA, DEVIN DOUGLAS
 SCHULTZ, JOSHUA DAVID
 HUDGINS, JAMES D
 STROUP, MATTHEW CHRISTOPHER
 BOLECH, LAVON SUE
 GRAHAM, BRIAN RONALD
 BUTLER, JOAN
 SUMCIZK, MONIKA
 COX, JULIE RENEE
 COLEMAN, KATHLEEN ANNE
 CONNER, SAMANTHA MAY
 MANKIN, COLE THOMAS
 BERRYMAN, GEORGE BRENT
 JOLLEY, LINDA ANN
 ZAK, JERRY
 CHILLINGWORTH, JEREMY WILLIAM
 MAHAN, THOMAS EDWARD
 MICHEL, BRIAN PATRICK
 SALINAS, PALMIRA

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AGUIRRE, JASON
 FAY, DANA C
 SILVA, RACHEL ELISSABETH
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 VEDDA, TERESA ROSE
 HOLLINS, CHONTANESE JANEE
 GROTH, KENNETH DAVID
 ECKBERG, DANIEL MILTON
 MAJOR, EILEEN CATHERINE
 GOLLY, SHERI LEE
 MUSSEY, DANIELLE MARIE
 DEMBSKI, FRED
 WALKER, TERRI LYNN
 CALKINS, JAMES GRANT
 STRAITON, DAVID LYNN
 HOWARD, LEANNA MICHELLE
 COOK, NANETTE TAYLOR
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 SMITH, MONICA JO
 BLAYLOCK, VICTOR SHAWN
 DUGAN, JAMES PATRICK
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 WICKE, JOHN SCOTT
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 FAIL, JEREMY RAY
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 THURSTON, DEREK PAUL
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 BUBA, SHELIA LAMBERT
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 FAHIM, ELAHE AZADPOUR
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 CHILLINGWORTH, KELLY KRISTIN
 CERNICEK, JOHN PAUL
 ACOSTA, MARTIN MANUEL

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 WITTEN, JANELLE MISTY
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 HARER, JANE MARIE
 LOVE, ROY EUGENE
 WAGNER, JAMES LEO
 STULL, BRANDI
 TUBB, NANCY SUZONNE
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 RHODES, RICHARD GEORGE
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 OZUNA, MANDY DANIELL
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 SHUKIS, ALEXANDER PETER
 ZAGALA, DEBORAH MARIE
 HALL, ALISON PAIGE
 KROHN, KATHLEEN ANNE
 DUNNEWIN, BRYAN DANIEL
 RAMIREZ, JASON EDWARD
 OCHOA, DEBBIE JEAN
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 HALVORSON, LUKE WILLIAM
 ACOSTA, BRIAN

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 LAWRENCE, MARK LEE
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 HYMAN, MARK RICHARD
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 OBENHAUS, MELINDA JANE
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 PERESON, JEFFREY CRUSE
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 BOLECH, RICHARD ADOLPH
 WHITE, LARRY WAYNE
 ROBBA, RICHARD A
 CHANTER, HILDY A
 YOUNG, MELISSA JAN
 RAMIREZ, ANNABEL SCIARAFFA
 OCHOA, MISAEAL DOUGLAS
 SEE, BUD S
 MASSIE, ROBIN RENE A
 MCPHERSON, CAROL JO

ACCEPTED SIGNATURES**Signer**

HALVORSON, JANET
 BARTLETT, STEPHANIE ELLEN
 COX, JAMES EDMOND
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 PARKER, MARILYN
 LONG, AMELIA KING
 WOOLBAUGH, HARRY JOSEPH
 PAGE, AARON COOPER
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 ARASMITH, GARRY LEE
 CHOATE, LORI HANEY
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 KELLY, MARK J
 FROSS, CAROL LEE
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 HASSE, STAR KLEIN
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 HINKSON, JOSEPH R
 RIVAS, FATIMA
 ADRIAN, KAMI LYNN
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 WILCOX, SAMUEL JOHN
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 ARASMITH, KELLY YEOMAN
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 PENLAND, JOHN ROY
 NAYLOR, KATHRYN JENKINS
 DAVENPORT, ROBERT L
 HINES, VICTORIA LYNN
 CATHCART, MARK JAY

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 ERTEL, CAREN
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 MATTHEWS, ERIN ELIZABETH
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 SPRINGER, KRAIG A
 MYERS, REBECCA BEJAR

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 EICHEL, DIANE
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 MILLER, CAROL SUE
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 TUCKER, JENNIFER LEE
 CRAMER, ALBERT LOUIS
 GAITHER, KATHLEEN ANN
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 DUSEK, DAVID ARMSTRONG

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WRIGHT, MARY P
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 COLEY, WILLIAM BERT
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 THOMPSON, JACQUELINE D
 KOSLOVSKY, JORDAN NICHOLE
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 BROADDUS, JACKI LEIGH
 RICHARDSON, JEFFREY THOMAS
 HARRISON, CLYDENA MERRILL
 GRANT, JONAS ERIC
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 ANAND, VIVEK
 MEHL, ERIC JEBSEN
 MOSS, DANIEL SCOTT
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 WALTERS, CLAUDIA MARIA
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 EICHEL, WAYNE GILBERT
 FRIERSON, WESLEY ALLEN
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 BONNER, LAURA LYNN
 MARCEAU, RICHARD PAUL
 JONES, THOMAS ALLEN
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 VILLAFRANCA, SHIRLEY IRENE
 WOOD, DUNCAN SHORE
 FISHER, PAMELA RENAE
 JANICEK, STEFANIE LYNNE
 ABRAMS, CALEB JAY
 ALLEN, ELIZABETH
 BEHN, CHARLES EDWARD
 WARD, ROBERT CLARK
 SIMS, PAULA GAYLE
 JOSTEN, HARRY WARREN
 COSBY, MATTHEW ALLEN
 CAIRNS, TESSA

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RIDGWAY, NANCY FRANCES
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 CAILLIER, CANDICE LAYNE
 GALE, KATHRYN SUE
 EVANS, BARBARA GREENE
 MILLER, JORDAN LEIGH
 SALAZAR, PATRICIA LUIS
 VASQUEZ, LAUREN ELIZABETH
 RUMBO, PAUL M
 REYNOLDS, MONTGOMERY LEE
 KINGSRITER, KIM F
 TAYLOR, MATTHEW WILSON
 DALRI, JOHN RICHARD
 WALLACE, MARCIA
 IKNER, TIMOTHY ALAN
 NAVA, CARLOS HUGO
 KELEMAN, PHYLLIS MARIE
 THOMPSON, KELLI MICHELLE
 CHITTENDEN, MICHAEL JARED
 DULL, MICHAEL ROBERT
 VOCKE, STEPHEN ANTHONY
 CASSAS, BRENDA JEAN
 PERKINS, ERICK RANDALL
 SHONE, ANDREA DANIELLE
 MOORE, CHRISTINA MONTRESSA
 RUGGIERO, NORMA
 OLEYAR, VALERIE MACHESKY
 SORY, KAYLIE ANN
 BUCKLES, BRETT ALAN
 BURKS, KAREN JOAN
 SCHLUTER, KURT THEODORE
 BULLOCK, KATURA CELESTE
 CALMES, MEGAN MARIE
 SONES, MONICA SIMONE
 WIDEMAN, KATHRYN ELIZABETH
 HURST, BRENDA LYNNE
 HERNANDEZ, SILVERIO
 SIMS, TERESA G
 JUDYCKI, ALAN JAMES
 HUMMER, WARREN CLAYTON
 BADGER, SEAN K
 ROBERTS, MARIEKE
 FOREHAND, RONALD JACK
 WOLFE, RITA

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SHEN, CHIH LUNG
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 BOLTON, CRISTI LYNN
 MERKEL, JODI MARIE
 SANS, WILLIAM NICOLAS
 RUSHTON, VICKIANN
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 VASQUEZ, AMANDA
 CAIRNS, CAMPBELL JOHN
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 SCHRAGIN, JULIE LANE
 PATTERSON, GWEN
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 SHONE, RICHARD VINCENT
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 OLEYAR, MICHAEL WILLIAM
 NEWTON, LENA KATHRYN
 NEWTON, WILLIAM SPENCER
 GILLILAND, ROBERT LARUE
 REHOR, JONATHAN DAVID
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 CALMES, JAMES CLINTON
 SONES, DAVID ALLEN
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 KIRKPATRICK, LESA ANN
 TUFFIELD, JEFFREY ALAN
 HUMMER, REBECCA SUE
 BADGER, KELLY RENEE
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 WOLFE, COMER CURTIS

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LOPEZ, JORGE MARIO
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 BARIS, MILA SUE
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 DAVIS, TRACY LYNN
 JUAREZ, STEPHANIE NICHOLE
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 VANSANT, JOAN MARIE
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 NOELL, DOUGLAS SCHREIBER
 HAGGARD, ANDREW PAUL
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 LEATHERWOOD, JAMES R
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 BLAKE, LYDIA DESILVA
 KLEIN, BROCK CHARLES
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CHAPMAN, SUSAN
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 POWELL, GENA RENEE
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 HUTTON, TRACE MITCHELL

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NOEL, OLIVER A
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 CULWELL, KEVIN CURTIS
 CUTTING, KEVIN ROBERT
 ELKINS, CATHY S
 REEVES, NIKKI DANIELLE
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 ADKINS, MARK K
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 MEDUA, DINA AGAS
 NGUYEN, JOHN HOAI AN
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 BAGWELL, DONALD PHILLIP
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 PILLOW, PAULA LEE
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 COLYER, NEAL
 ROE, LINDA
 COX, SHELLEY ANNETTE
 HARLETT, JOSEPH CHARLES
 DAVIS, KELLY SUE
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 BENTLEY, AARON KEVIN
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 HALL, AUSTIN FRANKLIN
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 MCCURDY, MARK THOMAS
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 MOORE, ELSIE M
 ROBERTS, KATHERINE ELEANOR
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 SEATON, DAVID ROSS

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 PHOENIX, KIMBERLY ANN

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 CHAPMAN, ANDREW STEPHEN
 HENDERSON, JULIE DAWN
 MARTIN, SOPHIA PARDI
 ROGERS, GWENDOLYN LEE
 HENRY, ANDREA LYNN
 HOOD, JENNIFER LYNN
 MARTIN, LAUREN NICOLE
 HANSON, PATRICIA ANN
 ROSEWELL, MEGAN LEIGH
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 PRICE, CURTIS ROBERT
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 PARKER, CYNTHIA JEANNETTE
 LAWRENCE, EDWIN CLAY
 TAYLOR, JOSEPH ROBERT
 LAWLER, ANNE M
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 NELSON, SETH PATRICK
 NORTH, CHARLES SEAN
 MYERS, MELISSA CHRISTINE
 GARDNER, MICHAEL SPENCE
 CRAPO, LAURENCE WALTER

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 WILLIAMS, SAMANTHA ALLEY
 ZOOK, STACEY RAYMOND
 LAMBERT, MICHAEL VICTOR
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 CRAPO, LINDA
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HURST, LEE TODD	SIMS, JAMES PRESTON

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 JENKINS, LOGAN STEPHEN
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 JOHNSON, TIMOTHY LYNN
 BROOKHART, VICKI ANN
 BULNES, LINA MARIA
 KUMAR, CHITRA
 CALLIES, SHANNON GEORGE
 BROWN, CHRISTINE HELEN
 WASSERMAN, LEWIS MICHAEL
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 RHODES, KEVIN EUGENE
 NORTHCUTT, JEREMY CLAYTON
 ALISE, DENNIS PATRICK
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 ELSAESSER, CHAD ALLEN
 GALANTE, ANDREA ELLEN
 DISCO, JENNIFER LOUISE
 AGADO, OMAR
 CUSTABLE, SHERRY LYNN
 WILT, KAREN
 WARNICK, RUTH BROWNLEE
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 FENLEY, BARBARA SUE
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 RAMOS, MARILYN
 SUCH, MARSHALL A
 RAINWATER, WENDY JANETTE
 BLALOCK, JUDITH BAUMAN
 NEAL, TRAVIS BRYAN
 FONGERS, MICHAEL JOHN
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 CONNELL, KATHRYN GAIL
 LOLLAR, NANCY EDITH
 KINGSRITER, DOUGLAS JAMES
 GRABLE, JAKE K
 LUCCIONI, JOSEPH LOUIS

Signer

BOWLING, HENRY P
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 SLIGHT, DOUGLAS ALTON
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 GONZALEZ, CARMELITA LARA
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 LAWSON, CURT WALTER

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 SHEFFIELD, CARL ALLEN
 CLONTZ, CINDY
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 BOLTON, DAVID CHAS
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 CAZARES, BENJAMIN EDWARD
 STANFIELD, MELVA
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 BANDA, KELLY PORIER
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 POSTEMA, ZACHARIAH BLAKE
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 BAXTER, WILLIAM ROBERT
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 THOMPSON, MARY THERESA
 PEARCE, DARIN MARK
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 SHUKERT, KATHLEEN OHARA
 NEUMANN, PAUL LEONARD

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MILLER, CORTLAND KENNETH
 STEVENS, SHARON LEE
 BUICE, BRAD RAY
 TRIGLETH, LORIBETH
 JACKSON, BRETT ANTHONY
 GARDNER, SARAH KAY
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 HILLIARD, HOWARD LOUIS
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 TEETER, TANYA RAE
 RUSHING, SHARON KAY
 HEMPEL, CHRISTOPHER JAMES
 FULLER, KAREN ELIZABETH

ACCEPTED SIGNATURES

Signer

BRANHAM, JOSEPHINE
 ADAMS, JUSTIN DAVID
 STREHLOW, STEVIE LYNN
 THURMAN, LEAH DAWN
 DEMPSEY, ROSE LOUISE
 DAVIS, THOMAS LEONARD
 CIABURRI, VINCENT LOUIS
 MORGAN, GORDON LYNN
 GARRATY, LINDA
 UNDERHILL, ALEXANDER TODD
 BROCKMAN, CHERYL ANN
 JACKSON, BEVERLY ANN
 ADLER, SIGRID GOTHILDE
 SEAY, DONNA BETH
 CORTEZ, MARIA ELENA
 BROWN, RAYMOND LEE
 JOHNSON, JOYCE FAYE
 FEOLA, CHRISTOPHER JOHN
 TAUNTON, POLLY MARY
 PEDERSEN, ALLAN ORSKOU
 OWENS, TODD MICHAEL
 CASE, LISA KAY
 OBRIEN-CASTEEL, KRISTINA MALINDA
 EHRHART, KATHRYN LYNN
 LEMERAND, TRACY ANN
 GOOD, CHRISTINA DAWN
 WILSON, BENNET DEAN
 DIBONAVENTURA-SMITH, LINA MARIA
 SALINSKY, SHANNON STEWART
 BENNETT, BENJAMIN STILES
 WILLIS, RONALD LEA
 RENTSCH, BRIAN E
 SMITH, BRANDON HOLT
 STICE, STASIA DANIELLE
 RANDALL, KANDIDA NICOLE
 FLANARY, RONALD JOSEPH
 EDMONDSON, KATHLEEN SAMOCHA
 GREENBAUER PARKER, PENNY JOANN
 GARRETT, KRISTINA POWERS
 ROUZER, JOHN HENRY
 WHISENHUNT, JAMIE LYNN
 ROSS, KAMI
 DENTON, JEROMY ROSS
 WALSH, SHANNON MARIE
 JENNINGS, ANTHONY STEVEN

Signer

KOTRAS, JOHN F
 WOOD, CECIL P
 HALLMAN, HOWARD C
 DAINACK, SCOTT ANDREW
 ONYEBUCHI, CHIKAEME JAMESON JR
 CIABURRI, DONNA JEAN
 WATKINS, MARVIN ESTHEL JR
 WILKINSON, DANA SUSAN
 HELENBROOK, JAMIE DORETTA
 WEBER, ROBERT
 TATE, SOMMER MICHAEL
 JACKSON, SUSAN B
 MCCRUMMEN, JACK CURTIS
 CORTEZ, JOHN DAVID
 CLAGUE, ROBERT MICHAEL
 BIRD, DAVID RALPH
 SMITH, JULIE ELIZABETH
 REICHERT, LAURI KRISTEN
 LLEWELLYN, SUSAN JANE
 OWENS, SELENA PAIGE
 CASTEEL, PHILLIP DEWAYNE
 CREAGER, KAREN DEANN
 RUIZ, JOHN ROGER
 ROUNDS, WHITNEY BLAIR
 GOOD, JEAN YVONNE
 VOLZ, ALYSSA KALI
 GILLINGHAM, SUSAN RAE
 MONACO, FRANK SLYVESTER
 CASTRO, MARIA C
 BURNS, LINDSAY NICOLE
 VANCE, PAULETTE SIZEMORE
 BRISCOE, SARAH EVERITT
 STICE, BRANDON JAMES
 BURNS, EMILY LOUISE
 BRACHEY, CYNTHIA HALSEY
 FRANKLIN, CATINA A
 SKORICH, JENNIFER DENISE
 BOELTER, MATTHEW PAUL
 BLANKENSHIP, LISA RENAE
 WHISENHUNT, BEN MICHAEL
 DIAMOND, RACHEL ANN
 HEAD, ALLEN THOMAS
 KAPLAN, BELLA MARIA
 RODGERS, MARJORIE KAY
 PISZOR, YOLANDA ESTER

ACCEPTED SIGNATURES

Signer

BRODIGAN, JUDY
 PUREN, STEPHEN GLEN
 MCCLENDON, LISA DIANE
 GRAY, LYDIA ANNE
 PISZOR, JOHN ALBERT
 BARKER, CHARDEL ANUNDI
 DAVIDSON, BRAD LEE
 ELSAKHAWY, ANITA GAYLE
 BELL, HAPPY DAWN
 ARTEAGA, JENNIFER LYNN
 MILNER, LEZLEY
 FLANARY, SUSAN E
 BRACHEY, WILLIAM MARK
 GALLAS, CHRISTOPHER JOHN
 LUCKETT, LINDSEY ERIN
 WEISSER, TERRI HARPER
 WILSON, MICHAEL DOUGLAS
 MADZULE, IEVA
 SCHREPEL, BRYAN JAY
 MORRISON, ANDREW THOMAS
 BOREN, JEFFERY WILLIAM
 PAJARILLO, ANDREA OLIVIA
 SMITH, MATTHEW ED
 HANCOCK, KERRY LOYD
 NESTA, HEIDI RENEE
 KELLER, MARY ANN
 TEARMAN, BRADLEY WAYNE
 MONREAL, OSCAR ORLANDO JR
 CARPENTER, STEPHEN CHASE
 GUZMAN, JORGE ALBERTO
 PERRY, GREGORY ALLEN
 FOLGER, BRAYDEN MCQUEEN
 VALENCIA, SHERYL LYNN
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 LAWLESS, JULIE ANN
 BROMLEY, JOSEPH JR
 ERVEN, JOHNNY
 GONZALEZ, DIANE MARIE
 DUNNINGTON, LYDIA KATRINA
 MOYNIHAN, LAURA ERNA
 HAWKINS, HEATHER KAY
 LAW, RYAN GRANT
 JARMULAK, MELINDA FAYE
 LOSACK, LAUREN VICTORIA
 MIOCIC, TAMI A

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WALL, CYNTHIA RENEE
 DAVIDSON, SHARON KAY
 BRODIGAN, MICHAEL EDWARD
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 KRUMWIEDE, KIMBERLY ANN
 BOWERS, CORY MICHAEL
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 CREAGER, SCOTT DELMAR
 BURNS, JERI LYNN
 DOBBS, TERRY KENNETH
 RENTSCH, KIMBERLY ANN
 SMITH-WILLIAMS, SANDRA KAY
 MONAGHAN, JEFFREY JOSEPH
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 LUMPKINS, MELVIN IV
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 WACKT, LUCY ANNE
 LUFT, THEODORE GERARD
 NESTA, MICHAEL GARY
 BAIN, MARIA TERESA
 JORDAN, JOSEPH DOUGLAS
 DUHON, VINCENT PAUL
 KELLER, PAUL JOHN
 LALANI, NADIA SALEEM
 CROAK, KELLY MARIE
 COLLINS, PAUL DEWEY
 DO, THOAI
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 VALENCIA, ROBERT LAWRENCE
 MOORE, ROBERT EARL III
 DILLON, LARRY WALLACE
 HO, LIYAH NHUNG
 BELL, MICHELLE C
 WEIK, JACQUELINE HENSS
 DUNNINGTON, ASHTON KEITH
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 COPE, MERYL JUDITH
 WEAVER, BILLIE JEAN
 KETCHAM, DENISE MARIE
 CRONIN, PAULA ANN
 BIELSS, CHRISTIE RAY
 ANDERSON, MICHAL
 CASANOVA, BRENDA

ACCEPTED SIGNATURES**Signer**

HOLT, JOHN SCOTT
 FROST, PAMELA JAYE
 WALSH, PATRICIA LOUISE
 HARRELL, JANE MARIE
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 JENNINGS, AMANDA DIANE
 LANE, GEORGIANN ALVINA
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 LYLE, JENNIFER SHEA
 THORSON, HEATHER ANNE
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 MAXWELL, NANCY LINDA
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 GIBBS, NICHOLE MARIE
 DAVIS, WILLIAM ARTHUR
 BOISSEAU, JESSE BATISTE
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 GUVERNATOR, FRANCES
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 MCBRIDE, TOBI STRAHAN
 WORLEY, PAMELA L
 GOLDMANN, JAMES ALLEN
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 HIRSCH, GAYLE GERRICK
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 ENNIS, MELISSA MINTON
 LOWRIE, RONALD GLENN
 RANDALL, KATHE DEASON
 KURANI, NADYA
 CLARRISSIMEAUX, DONNA RAE

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 ALBERT, KENNETH ELLIOTT
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 BAUER, CURTIS MICHAEL
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 HUBERT, PAUL LINDSAY
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 CLARRISSIMEAUX, DAVID GEORGE
 CULBERTSON, TATIANA
 VANSHOUBROUEK, SHELIA JEANETTE

ACCEPTED SIGNATURES**Signer**

VANSHOUBROUEK, PRESTON RAY
 LUKANICH, JAMES THOMAS
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 VINCENT, MARY LOU
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 KEENEY, ROBERT LEE
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 WATKINS, AUDREY
 ATKINSON, DANIEL JOHN
 MCGOWAN, SHANE THOMAS
 JARAMILLO, ROZELLA
 WURTZER-ZARRILLO, CHERYL
 WOODWARD, BRUCE PAGUE

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LUKANICH, LAURIE LYNN
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 SHILLER, EDWIN BARRY
 RUSSELL, KRYSTAL KARA
 BUSBEE, DONNA ANN
 GORDON, CHARLES F
 FLOR, ROBERTO C
 MOORE, ERIC MICHAEL
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 STEVENS, AUSTIN GLEN
 FOX, CAMERON MICHAEL
 ERICKSON, KARL ORR
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 GASTON, DANA RENEE
 WARD, DONALD JOSEPH
 ULBRICH, DIANE LOUISE
 BARRILLEAUX, ROBERT JOSEPH
 POWERS, JAMES BELL
 PIKULINSKI, KRISTINE REBECCA
 GIST, TEELA GAIL
 STRANGE, DONNA MECHELLE
 BEACH, HEATHER LYNN
 VINCENT, FREDERICK WILLIAM
 WRIGHT, JAY ALAN
 JOHNSON, JASON ROBERT
 CRAVEY, DEBRA LEE
 WEYGANDT, ROSEMARY JEAN
 WILSON, PHILIP MICHAEL
 LEE, STACI MICHELLE
 MCHORSE, ANGELIA KING
 CLAY, LISA MARIE
 MILLER, BETSY ANN
 LINKER, BRYCE AUGUST
 AMIN, RUSHIKESH MADHUSUDAN
 HARVEY, GLEN ODELON
 JARAMILLO, KARINA ISABELLA
 WURTZER, ADDIE J
 HALL, RODNEY ROSS
 ROBBINS, STEVEN RAY

ACCEPTED SIGNATURES

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LUFT, CATHERINE MARIE
 ROBBINS, RAMONA
 KERN, EDWARD RICHARD
 RASH, PAUL JONES III
 LAVENDER, ALISSA FREITAG
 BRIANS, WALLACE STODDART
 ERNST, DAVID LELAND
 HOOVER, JASON RICHARD
 LILLEY, GEORGE ANGUS
 FERGUSON, MORGAN BENNETT
 AUER, STEPHANIE JAN
 BLAKE, STEPHEN EDWARD
 RUSHING, AMANDA LYNN
 DAVIDSON, TERESA LYNETTE
 VINCENT, ROBERT PERRY
 KISSELBURG, JAMES R
 HARDY, RHONDA ELAINE
 KALBERER, NANCY ANN
 WINTERS, MICHELLE ANNE
 WALSH-VINCENT, RENEE E
 BERNHARDT, ADAM PAUL
 LU, CHI-CHIEN
 MERIMONTI, JENNIFER KAY
 GOLLY, GREGORY ALLEN
 CEGIELSKI, CYNTHIA DIANE
 HOOKER, DEBORA LUE
 JOHANSEN, RUNE KREY
 STAGE, JOHN E
 FOLLOWELL, JAY STANLEY
 JOHANSEN, MARY LOUISE
 EGELAND, JOHN THOMAS
 CAVE, MATTHEW MARTIN
 PERRY, MARVIN KENNETH
 SEGARS, TAMI NOWAK
 VACHE, IONE MAXWELL
 EBERLEIN, MARTHA MARIA
 CLEPPE, PHILLIP GEORGE
 TELLIN, TIMOTHY JOHN
 RENTFROW, DAVID RICHARD II
 RENTFROW, RICHARD LEE
 RICHARDSON, PATRICIA ANNE
 LAIN, TAMARA DAWN
 SZENDREY, WILLIAM CHARLES
 SZENDREY, WILLIAM JAMES
 WILKINSON, LANNY LEE

Signer

ROBBINS, DALLAS M
 KERN, TRINITA DENISE
 BROWN, KEEGAN CHRISTOPHER
 LAVENDER, DAVID MYERS
 WILLIAMSON, JOHN JOSEPH
 ERNST, DANA ANN
 HOOVER, NATASHA SUZANNE
 BOHLING, ALISSA LAYNE
 FERGUSON, CHRISTINE MARGARET
 VENTLING, LENITA JILL
 GOLZ, JANICE
 DAVIDSON, RUSSELL BRADLEY
 RIVERA, DORIA
 VINCENT, CLAY EDWARD
 BRAINARD, BRENDA LEE
 CASEY, SALLY
 KALBERER, JOSEPH FRANCIS
 BERNHARDT, ERIN GAPINSKI
 KALBERER, BRET GEORGE
 LIN, PHILLIP
 MERIMONTI, STEVEN JOHN
 BRAINARD, PAUL RAY
 WILDING, KIMBERLY
 CEGIELSKI, MARK ALAN
 RUTLEDGE, WILLIAM CLINTON
 FRIESEN, RAYMOND J
 PARSLEY, RICHARD ALAN
 RUTLEDGE, TERRI LEA
 SMITH, LESLIE JOHN
 CAVE, AMY MCKINLEY
 PERRY, CHARLENE MARY
 HAZLE, JERRY JOHN
 HAZLE, BETTY FERNANDEZ
 VACHE, IONE HOOKER MAXWELL
 SEEBECK, DAVID DAYTON
 CLEPPE, JANE ANNE
 SHEA, BRITTNEY ROXANNE
 RENTFROW, TABEA
 RICHARDSON, JASON TODD
 LAIN, WILLIAM DAVID
 LAIN, DILLON DAVID
 SZENDREY, SUSAN LYNN
 WILKINSON, LARI MEGAN
 DIZZINE, PATRICK LOMBARDI
 DIZZINE, PEYTON LEIGH

ACCEPTED SIGNATURES

Signer

DIZZINE, MARSHA
 RIEFENSTAHL, VALERIE
 GRAY, DEBORAH JEAN
 LUSTFIELD, SHEILA ANNE
 HITT, KAREN SEALS
 CORDER, CAROLE STUDENIC
 SHINKLE, ROXANNE
 LINKER, JENNIFER LYNN
 CONWAY, EDNA PRISCILLA
 MOXOM, NANCY C
 BYRNE, THOMAS MORRIS
 ROGERS, DAVID WELDON
 THOMPSON, JOHNNY LOUIS JR
 HOWARD, CHRISTINA ANN
 CHAMBERS, PATSY ANN
 HOWARD-BELLOTT, KENLEY ANN
 ELSNER, SUSAN LYNN
 BELLOTT, LOUIS EDWARD
 HOWARD, COLTON REID
 MILNE, RANDALL WADE
 EZELL, BETTY J
 SULAK, STEVEN WAYNE
 GALLOWAY, KATHLEEN MELANIE
 WORTHAN, JOE DON
 KIRSCHT, SCOTT ANTHONY
 HULKA, CATHERINE ELIZABETH
 EVERETT, CHARLES JEFFERY
 DUVALL, LOIS
 KERLEE, KIM M
 RITTER, BARBARA
 KARDOKUS, LESLI SUE
 JENKINS, JAMES LYNDELL
 REBECCA, SHIVELEY GAY
 TEER, GLORIA ADALIA
 HARRIS, CHAD STUART
 SKINNER, STEVEN PRESTON
 WERNER, JEFFREY BRAD
 CLAYTON, LAWRENCE LEE
 MATROGRAN, RICHARD A
 AGARD, MICHELLE LYNNE
 RIKE, CHARLOTTE ANN
 TITUS, JEAN R
 HODGSON, JAMES RICHARD
 BADGETT, THERESA LYNN
 KERLEE, KATHY B

Signer

RIEFENSTAHL, EDWARD ALEXANDER
 COPELAND, DAVID GLEN
 HEFFRON, SCOTT M
 CORDER, LARRY FRANKLIN
 SHINKLE, ROGER A
 DUNN, LAWRENCE JOSEPH
 LINKER, JEREMY WAYNE
 CONWAY, DANIEL THOMAS
 MOXOM, LEONARD V
 BYRNE, JEANETTE SMITH
 ROGERS, LAURA
 DOBBS-WILLIS, LINDA DEAN
 REYNOLDS, MARY
 MERLA, LAURA LEE
 MOOREHEAD, LESLIE DILE
 ELSNER, ARTHUR JOEL
 MERLA, CARLOS A
 HERRING, ALYXX LOGAN
 EZELL, SAM CORNELIUS
 SULAK, BRENDA GAIL
 SULAK, ALEK MORGAN
 HERRING, JOHN ROBERT
 ZAMORA, DENYSE ANN
 KIRSCHT, CINDY GAIL
 HULKA, BRADLEY PAUL
 EVERETT, BEATRICE M
 KERLEE, MATTHEW CRAIG
 WALKORD, JANE
 RITTER, DONALD ROBERT
 KARDOKUS, STEPHEN MICHAEL
 SHIVELEY, STEPHEN PAUL
 TEER, PHILLIP WAYNE
 WILLIAMS, GARY STEPHEN
 SKINNER, PHYLLIS ANN
 HOOTON, ELIZABETH A
 RITCHIE, ANNETTE MARIE
 SCHULTZ-CLAYTON, DEBORAH ANN
 ROBLEDO, ALFREDO
 BALL, DARLENE
 STILLWELL, CHRISTOPHER STEPHEN
 JORDAN, JAMES DEWAYNE
 NOLTE, WILLIAM JAMES
 TUCKER, MONA FAYE
 GAGE, JACLYN MARIE
 BROWN, JEFF L

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SAMPSON, BRYAN ALLEN
 BATES, BRANDON ROBERT
 GOLDING, SARAH ELISABETH
 MCCOMBS, JAMES WILEY
 CHEN, LICHE
 LANEY, JODI FJESETH
 WATERMAN, RANDALL L
 HEWITT, SHERYN J
 FISHER, JULIA
 RIECK, JENNIFER EVONNE
 AMEND, LISA MARIE
 SIMON, DEBORAH LYNE
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 NELSON, MIKELL DENNI
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 LEAHEY, JAMES EDWARD
 KYGER, DUSTIN D
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 SCHULTE, PAUL DENNIS
 AVERS, JAMES A
 WULFERT, JOHN
 CAUDLE, MITCHELL RYAN
 ROMERO, MARIA PAULA
 KLEINHAMMER, STEPHEN GRAY
 MANIAR, SNEHAL BHARATKUMAR
 FATUNDE, OLUBADEWA ADEYMI
 QUAGLIERI, STACEY ELIZABETH
 LEMOINE, SHERRY ANN
 LITTLE, TIMOTHY ALLEN
 STAGG, TRACY MICHELLE
 WILSON, SANDRA FAYE
 MALHOTRA, RAKESH NARINDAR
 SWANHORST, VICKI LYNN
 BLYTHE, TOMMY CLARK
 REVELL, ELIZABETH SUZANNE
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 HOLT, TAMARA LYNN
 GROFF, GAYE LYNN
 OHAUGHERTY, DAVID AUSTIN
 GOODE, JOCELYN MARIE
 COLDIRON, STEPHEN
 STRINGER, JACK R
 PESCHEL, BRUCE WATTS

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FERNANDEZ, JASON RUDOLF
 HALL, RALPH EDWARD
 KAMOLVAT, ONANONG
 LANEY, BRUCE WOOD
 TABANGCURA, ELEUTERIO G
 BLACK, BRIEANN GALLIHER
 FISHER, STEPHEN LOUIS
 RIECK, BRIAN ARTHUR
 GREATHOUSE, THOMAS E
 WAGGENER, JAMES LEE
 HAYES, BETSY
 JARVIS, MELANIE SAMMONS
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 SEARLE, PHYLLIS LOUISE
 STEWART, ANNETTE ELISE
 LEAHEY, ELAINE ADELE
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 AVERS, SAMUEL JAMES
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 STEWART, JEANETTE MARIE
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 MEHL, JODY ANN
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 OSBORN, ERIN ELIZABETH
 DONOFRIO, CHARLES RICHARD
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 HOLT, JORDAN MAURA
 BROOKS, DENISE ANN
 WISE, CHARLES THOMAS
 WINTERS, KURT EDMUND
 STRINGER, KATHY JANE
 TIMMONS, MEGAN JEAN
 TONE, CATHERINE MARIE
 WILSON, KRISTYN LYN

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WILSON, DARRELL GERARD
 CAIN, PATRICIA
 STOKLAS, PATRICK J
 DILBECK, MICHELE VICTORIA
 LOY, MARVIN ALAN
 NEWTON, MADELYN JUHL
 BURCHAM, SHERI T
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 FLOWERS, JOLEY RENEE
 MCKENZIE, TODD DAVID
 BLAKE, DAVID BRENT
 ZRAKE, STEVEN JOHN
 DEHN, GEORGE WILLIAM
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 SCOTT, JEFFREY ROBERT
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 TURNER, HERBERT EARL
 BUIE, SHANNON MARK
 DAVIS, GARY WAYNE
 SAMANTHA, STETSON JANE
 RANDALL, JEFFREY SCOTT
 KURANI, MOIZ ALI
 CLARK, IRENE
 EICHELBERGER, SUE
 HILD, LYLE WILLIAM
 GENTRY, SANDRA E
 MOORE, JANET LYNN
 FLEWELLIN, CAROL A
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 BARON, JANET SIGNE
 LUCCIONI, ADELE
 OVERLY, DONALD JAY
 MATHE, BRADLEY ALEXANDER
 FAGAN, EDGAR ALAN
 GANNON, MICHELLE IRENE
 GILLHAM, KATHERINE LEE

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STOKLAS, SARAH FORAN
 POLING, WESLEY ADAM
 BLAIN, BETHANY
 BAUERSCHMIDT, ROBERT THOMAS
 ROACH, KAREN MARIE
 CITIZEN, KEVIN MICHAEL
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 DEHN, JODIE HOVASSE
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 REES, ERNEST SHAWN
 KOBERNUSZ, MELVIN DWAIN
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 PETROSKY, CORY BRYCE
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 FEACHEN, GAYLA RAE
 CLARK, DOUGLAS BRYAN
 EICHELBERGER, JOHN RICHARD
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 BARON, RICHARD J
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 FAGAN, CONNIE
 GILLHAM, JEFFREY THOMAS
 WOHLFERD, JESSICA LYNN

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 BEEZLEY, JON THOMAS
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 WEIDNER, JOHN MICHAEL

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 WILKINSON, ANDREA LEA
 FRANCIS, LESTER WAYNE
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BAILEY, MELISSA DAWN
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 FITZGERALD, JEREMY ROSS
 GIGGLEMAN, GENE FELTON JR
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 LAPHAM, DEBRA LYNNE
 GRAS, JAVIER
 PHILLIPS, LUCIE JOHNSON
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 NICHOLS, MARY A
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 PAULSON, RACHAEL LUCY
 CHERIYAMATTATHIL, LATHA
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 KERR, ZACKARY DAN
 REESE, SHANNON J
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 KRUGER, CURTIS MATTHEW
 GIBSON, CLOYDE EDWARD
 GIBSON, PATRICIA
 OFLAHERTY, JAMES P
 ALLEN, ROBERT JORY

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GERSCHICK, MICHAEL THOMAS
 TAYLOR, WAYNE LEE
 HARBERS, STEVEN WAYNE
 FERRI, MICHAEL ROBERT
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 CARY, SYLVIA GAIL
 PATTON, DONNA DALE
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 VEIGA, LUIZ BRAND
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 DOTTE, DEANNA LYNN
 HARRIS, RAYMOND EDWARD
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 CARLSON, KRISTIN
 TAN, CHUAN SENG

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 MULLANEY, SUSAN AILEEN
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 MASSIE, JOSEPH PATRICK
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 UPTON, MICHAEL BRUCE

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FANNING, DALLAS WAYLON

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Signer

MILLER, RANDY EUGENE

CARSON, MELISSA LYNN

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REJECTED SIGNATURES

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CURB, DOUGLAS MAC
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LILES, MARGARET T
 NGUYEN, HOAI-HUONG THI
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 KING, JOSHUA RYAN

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OCONNOR, JAMES M
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 CASS, APRIL VICTORIA
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 FRAZIER, MICHAEL LANCE
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RUNCKEL, DENNIS EMIL
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 MCANEAR, KATHERINE MARGARET

Signer

MCGOWAN, LORI LYN
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 GREEN, PRINCE LEON JR
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 POWELL, JACQUELINE
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REJECTED SIGNATURES

Signer

MCNEESE, CHRISTOPHER DARYL

WELLENDORF-WOFFORD, JULIE ANNE

Signer

JAKALA, LYNDA CAROL

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER 

MEETING DATE: JULY 5, 2016

SUBJECT: RESOLUTION TO CALL LOCAL OPTION ELECTION

RECOMMENDATION:

City Council to consider adopting a resolution calling a Special Local Option Election for Tuesday, November 8, 2016 for the purpose of considering "Legal sale of all alcoholic beverages for off-premise consumption only."

FUNDING SOURCE:

Funding for election expenditures is currently available in the City Secretary's Professional Services Account (100-44540-103-1).

BACKGROUND:

On May 27, 2016, the City Secretary's Office received a petition requesting the City call a local option election to consider "The legal sale of all alcoholic beverages for off-premise consumption only."

Tarrant County Elections Administration verified the signatures and verified there were sufficient signatures to call a Local Option Election. A separate item requesting City Council accept the petition is also on the July 5, 2016 agenda.

The Texas Election Code Section 501.032 states that the governing body must call an election at the next regular meeting on or after the 30th day after the petition is submitted to the City.

The attached resolution lists the designated polling locations for Election Day, as well as the early voting by personal appearance locations. During early voting, registered voters will be able to vote at any early voting polling location in Tarrant County, but on Election Day they must vote at their designated precinct.

The resolution also declares the election will be conducted by Tarrant County Elections Administration and designates the Tarrant County Elections Administrator as the Early Voting Clerk. An election services contract with Tarrant County Elections Administration will be presented at a later date for the County to conduct the election.

Staff recommends approval.

TAB

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, PROVIDING FOR A LOCAL OPTION ELECTION REGARDING TO LEGALIZE "THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY" TO BE HELD ON NOVEMBER 8, 2016; DETERMINING THE POLLING PLACE; PROVIDING SPECIFIC INSTRUCTIONS FOR THE CONDUCTING OF SAID ELECTION; REPEALING INCONSISTENT RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 501 of the Texas Election Code and Chapter 251 of the Texas Alcoholic Beverage Code provide for the holding of local option elections: and

WHEREAS, on May 27, 2016, the City of Grapevine received a petition containing 4,590 valid signatures requesting a local option election be held regarding to legalize "the legal sale of all alcoholic beverages for off-premise consumption only"; and

WHEREAS, Section 501.032 of the Texas Election Code requires signatures of at least 35 percent of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election, which equals 3,864 signatures; and

WHEREAS, the Charter of the City of Grapevine, Texas provides that the Election Code of the State of Texas is applicable to conducting City elections, and in order to comply with said code an order should be passed establishing the procedure to be followed in said election, and designating the voting place for said election; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That a Special Election shall be held on November 8, 2016 to consider the following:

The legal sale of all alcoholic beverages for off-premise consumption only.
La venta legal de todas bebidas alcohólicas para consumo solamente fuera del establecimiento.

Section 3. All eligible City of Grapevine voters shall cast their ballots at their designated precinct locations as determined by the Tarrant County Elections Administrator, 7:00 a.m. and 7:00 p.m. on Election Day. The Election Day polling locations are as follows:

Precinct Number	Election Day Polling Location
3038	Timberline Elementary School 322 Timberline Drive Grapevine, Texas 76051
3039	Lonesome Dove Church 3280 Lonesome Dove Road Southlake, Texas 76092
3114	The REC of Grapevine 1175 Municipal Way Grapevine, Texas 76051
3361 3321	St. Francis Catholic Church 861 Wildwood Lane Grapevine, Texas 76051
3384	Dove Elementary School 1932 Dove Road Grapevine, Texas 76051
3390 3385	Covenant Church 3508 Glade Road Colleyville, Texas 76034
3396	Grapevine Elementary School 1801 Hall-Johnson Road Grapevine, Texas 76051
3469	Dancing River Assisted Living Center 3735 Ira E. Woods Avenue Grapevine, Texas 76051
3470 Key Precinct 3526	Southlake Town Hall 1400 Main Street Southlake, Texas 76092
3530	Meadowood Assisted Living 4545 Merlot Avenue Grapevine, Texas 76051
3542 3035	First Presbyterian Church Grapevine 1002 North Park Boulevard Grapevine, Texas 76051

Section 4. The Election shall be conducted under the jurisdiction of the Tarrant County Elections Administrator (the "Elections Administrator") pursuant to an Election Services Contract (the "Contract") by and among the Tarrant County Elections Department, the City and other participating entities, if any, described in the Contract.

The Mayor or the Mayor's designee is authorized to amend or supplement the Contract to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator. Said contract will be submitted to City Council for approval prior to the Election date.

Section 5. All early voting shall be conducted pursuant to and in accordance with the applicable provisions of the State of Texas Election Code. The Elections Administrator is hereby appointed as Early Voting Clerk for the Election and shall determine the early voting place and hours, however, such locations may be changed if so directed by the Elections Administrator without further action of the City Council. The Elections Administrator is hereby authorized and directed to make such changes in locations as may be necessary for the proper conduct of the Election. The Elections Administrator and/or Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Code.

Section 6. That the Tarrant County Elections Administrator/Early Voting Clerk has established the following dates, times and locations for early voting by personal appearance:

Early Voting Polling Locations

Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111
 The REC of Grapevine, 1175 Municipal Way, Grapevine, Texas 76051
 *Other Tarrant County early voting locations to be designated by the Tarrant County Elections Administrator/Early Voting Clerk pursuant to joint election agreements with other political subdivisions within Tarrant County

Days and hours for Early Voting by Personal Appearance

October 24-28	Monday - Friday	8:00 a.m. - 5:00 p.m.
October 29	Saturday	7:00 a.m. - 7:00 p.m.
October 30	Sunday	11:00 a.m. - 4:00 p.m.
October 31	Monday	7:00 a.m. - 7:00 p.m.
November 1-4	Tuesday - Friday	7:00 a.m. - 7:00 p.m.

Section 7. The Elections Administrator shall provide and furnish all necessary supplies and personnel to conduct said election. Said supplies and personnel shall be furnished at the expense of the General Fund of the City of Grapevine, Texas. Early voting will be conducted on Direct Recording Electronic (DRE) System and Election Day voting will be on the Digital Scan System accompanied by DRE for disabled and provisional voters.

Section 8. The City Secretary is hereby instructed to publish notice of said election once in a newspaper of general circulation not more than thirty (30) days before the election and not less than ten (10) days before the election.

Section 9. This resolution shall repeal every prior resolution in conflict herewith, but only insofar as the portion of such resolution shall be in conflict, and as to all other sections of resolutions not in direct conflict herewith, this resolution shall be and is hereby made cumulative.

Section 10. The Mayor shall issue all necessary orders, writs and notices for said election and the returns of said election shall be made to the City Secretary after the close of the polls and the completion of the counting of the ballots.

Section 11. That this resolution shall be effective from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 5, 2016
SUBJECT: APPROVAL FOR THE SALE OF CITY SURPLUS PROPERTY

RECOMMENDATION:

City Council to consider approval for the sale of property listed in Exhibit "A" as surplus property and authorizes their sale through public auction.

BACKGROUND:

This request is for approval for the sale of surplus property as listed in Exhibit "A". The City currently has miscellaneous surplus items ready for auction due to item age or condition. Staff has considered age, cost of operation and/or life-to-date maintenance costs when classifying certain property as surplus.

Staff recommends approval.

LW

Exhibit "A"
JULY 5, 2016

1. 1 each 2002 GMC W5500 Jetter Truck.
2. 1 each 1999 Ford E250 Van.
3. 1 each 2000 Freightliner FL70 AKZO Pot Hole Truck.
4. 1 each 1996 Chevrolet S10 Blazer.
5. 1 each 2009 Ford Crown Victoria.
6. 1 each 1999 Ford Explorer.
7. 1 each 2004 Chevrolet ½ Ton Pickup.
8. 1 each 1999 E-Z Go Mini Ambulance.
9. 1 each Golf Cart.
10. 1 each MBW GX240-242CM3 Blitz Screed.
11. 1 each John Deere M665 mower.
12. 1 each Power Horse 20 Ton Log Splitter.
13. 2 each Kilns.
14. 1 Pallet Misc. Office Supplies.
15. 2 each Wireless Headsets.
16. 3 each Picnic Tables.
17. 9 each Benches.
18. 128 each PC's.
19. 1 Pallet of Light Bars.
20. 1 box of assorted Motorola Radios and Chargers.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: JULY 5, 2016
SUBJECT: RENEWAL OF CONTRACTS FOR ALTERNATE MUNICIPAL COURT JUDGES

RECOMMENDATION:

City Council to consider approval of the attached contracts to reappoint Judge Brad Bradley as First Alternate Municipal Court Judge to substitute in the temporary absence of the Presiding Municipal Court Judge and Judge Terry Leach to substitute in the temporary absence of the Presiding Municipal Court Judge and the First Alternate Judge.

FUNDING SOURCE:

The Municipal Court's budget allocates \$7,000 under 100-44540-107-1 Legal Services for compensation of the Alternate Judges.

BACKGROUND INFORMATION:

The Grapevine Municipal Court of Record Statute [Texas Government Code Section 30.694(j)] and the related City Ordinance [Section 8-2(c) of the Grapevine Code of Ordinances] provide for the City Council's appointment of one or more qualified persons to serve in the temporary absence of the Presiding Municipal Judge.

Staff recommends approval.

CONTRACT FOR APPOINTMENT OF
ALTERNATE MUNICIPAL JUDGE
FOR THE CITY OF GRAPEVINE, TEXAS

The City of Grapevine, Texas, in accordance with Section 8-2(c) of the Code of Ordinances of the City of Grapevine, by this instrument hereby enters into a contract with Brad Bradley for appointment as Alternate Municipal Judge of the City of Grapevine, Texas.

The tenure of this appointment shall be (1) one year from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

Said Alternate Municipal Judge shall perform the duties of the Municipal Judge when the Municipal Judge is temporarily unavailable to perform his duties.

Moreover, the Alternate Municipal Judge shall each year satisfy the annual continuing Judicial Education requirements of the State Government Code, Section 29.008 without compensation or reimbursement for such certification from the City of Grapevine.

The Alternate Judge shall be compensated up to a maximum of \$7,000 for the services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

This contract is made and entered into by and between the City of Grapevine, Texas and Brad Bradley, and shall be effective immediately upon its execution.

Signed this the _____ day of _____, 2016.

City of Grapevine, Texas

By: _____
Brad Bradley
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Tara Brooks
City Secretary

APPROVED:

City Attorney

Alan Wayland
Municipal Court Judge

CONTRACT FOR APPOINTMENT OF
SECOND ALTERNATE MUNICIPAL JUDGE
FOR THE CITY OF GRAPEVINE, TEXAS

The City of Grapevine, Texas, in accordance with Section 8-2(c) of the Code of Ordinances of the City of Grapevine, by this instrument hereby enters into a contract with Terry Leach for appointment as Second Alternate Municipal Judge of the City of Grapevine, Texas.

The tenure of this appointment shall be (1) one year from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Second Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

Said Second Alternate Municipal Judge shall perform the duties of the Municipal Judge when the Municipal Judge is temporarily unavailable to perform his duties.

Moreover, the Second Alternate Municipal Judge shall each year satisfy the annual continuing Judicial Education requirements of the State Government Code, Section 29.008 without compensation or reimbursement for such certification from the City of Grapevine.

The Second Alternate Judge shall be compensated \$60.00 per arraignment, \$60 per warrant and \$300 per Court Session for services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

This contract is made and entered into by and between the City of Grapevine, Texas and Terry Leach, and shall be effective immediately upon its execution.

Signed this the _____ day of _____, 2016.

City of Grapevine, Texas

By: _____
Terry Leach
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Tara Brooks
City Secretary

APPROVED:

City Attorney

Alan Wayland
Municipal Court Judge

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: JULY 5, 2016
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR
MEDICAL PHYSICALS FOR THE FIRE AND POLICE
DEPARTMENTS

RECOMMENDATION:

City Council to consider approval to renew an annual contract with the Huguley Assessment Center to provide medical physicals for the Fire and Police Departments.

FUNDING SOURCE:

Funding for this contract is currently available in 100-44540-210-1 (General Fund/Professional Services/Fire Department/Fire Administration) in an amount not to exceed \$32,000.00 and 100-45664-109-1 (General Fund/Administration Services/Risk Management/Health Insurance Claims) in an amount not to exceed \$38,145.00.

BACKGROUND:

The Huguley Assessment Center will provide, within 30 days of the exams, a "Pass/Fail Fit for Duty Assessment" to the Chief of each department with respect to each of its employees and provide the employee a "Risk Stratification and Medical Category Rating" which will contain results and other information arising from the exam.

The Grapevine Fire Department has been conducting medical physicals annually for firefighters since 2006. The Grapevine Police has been conducting medical physicals annually for police department personnel since 2010.

This request is for approval to renew an annual contract for the Fire and Police Departments to provide medical physicals on an annual basis. The contract is for an initial one-year period with two, one-year renewal options. If approved, this will be for the first one-year renewal option available.

Staff recommends approval.

MA/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
 FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
 MEETING DATE: JULY 5, 2016
 SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST
 FOR QUOTE FOR A TRAILER WITH MODIFICATIONS

RECOMMENDATION:

City Council to consider approval for the award of an informal request for quote for a trailer with modifications from North Texas Trailers.

FUNDING SOURCE:

Funding for this purchase is currently available in account 114-48860-210-4 (Machinery, Equip, Implements) and 100-48860-210-3 (Machinery and Equipment) in an amount not to exceed \$27,645.00. Baylor Scott & White Grapevine and North Central Texas Trauma Regional Advisory Council contributed to the cost of the trailer in a total amount of \$21,335 in grant funds.

BACKGROUND:

This purchase is for a Command/First Aid trailer. The Grapevine Fire Department (GFD) is responsible for responses to unique incidents (dive, technical rescue, boat, brush) and for providing medical services during special events and festivals. By obtaining a combination Command/First Aid trailer, GFD will be able to coordinate the incidents with a place for unified command, technical meetings, provide real time information, have a weather station on scene and have a suitable place for computers, laptops, printers, etc.. Also utilizing this asset as a first aid station gives the paramedics a shelter facility, a professional atmosphere, real time weather information and increased patient capacity and privacy. This asset would also take the burden off others to find a first aid shelter/building that at many times is not adequate for patients and treatment of patients.

Informal quotes were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000.00. Three quotes were submitted by the same vendor from three distribution locations as noted below. North Texas Trailers in Fort Worth submitted the lowest quote meeting specifications.

North Texas Trailers in Fort Worth	\$12,900.00
North Texas Trailers in Lewisville	\$14,055.00
North Texas Trailers in McKinney	\$15,955.00

The quote for modifications from North Texas Trailers is \$14,745.00.
Staff recommends approval.

JS/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
 FROM: BRUNO RUMBELOW, CITY MANAGER 
 MEETING DATE: JULY 5, 2016
 SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST
 FOR QUOTE FOR A UTILITY VEHICLE

RECOMMENDATION:

City Council to consider approval for the award of an informal request for quote for a utility vehicle from Grapevine Kawasaki.

FUNDING SOURCE:

Funding for this purchase is currently available in account 325-48860-210-03-16 (Machinery and Equipment) in an amount not to exceed \$27,635.00.

BACKGROUND:

The City trail system and lake area activities have grown significantly over the past 10 years. The Fire Department is charged with responding to incidents in these areas and traditional response methods are ineffective and delay care to the citizens/visitors. A Kawasaki 6X6 firefighting ATV can respond into the urban interface around the lake, vast park lands and miles of trails to mitigate emergencies and fires in these areas. This apparatus also can patrol the fireworks displays that are held at various times during the year with less intrusion to those in attendance.

Informal quotes were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000.00. Three quotes were submitted as noted below. Multiple other Kawasaki dealers were contacted and no-quoted the specification. Grapevine Kawasaki submitted the lowest quote meeting specifications.

Grapevine Kawasaki	\$27,635.00
Metro Golf Cars	\$27,670.00
Freedom Powersports (did not meet specs)	\$15,915.95

Staff recommends approval.

JS/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
 FROM: BRUNO RUMBELOW, CITY MANAGER BR
 MEETING DATE: JULY 5, 2016
 SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST
 FOR QUOTE FOR EMERGENCY CALL SOFTWARE AND
 TRAINING

RECOMMENDATION:

City Council to consider approval for the award of an informal request for quote for emergency call software and training from APCO Institute.

FUNDING SOURCE:

Funding for this purchase is divided between three different accounts: 113-44500-209-04 (IT Software License & Maintenance Fees) in an amount not to exceed \$20,961.00, which is reimbursed by Tarrant County 911, 100-44500-210-3 (IT Software License & Maintenance Fees) in an amount not to exceed \$601.50, and 100-42225-210-3 (EMS Expenses and Supplies) in an amount not to exceed \$2,316.93. Total project cost is not to exceed \$23,879.43.

BACKGROUND:

This purchase is for new emergency medical dispatch instruction cards and dispatch software. The software and cards will be installed in the Police/Fire Dispatch Center and provide easy access to pre-arrival medical questions and procedures for dispatch personnel who field emergency calls of a medical nature. This software is replacing an older system that is no longer supported by the manufacturer.

Informal quotes were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000.00. Three quotes were submitted as noted below. APCO Institute submitted the lowest quote meeting specifications.

APCO Institute	\$23,879.43
Priority Dispatch	\$74,910.50
Power Phone	\$69,080.00

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: JULY 5, 2016

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE AND
INSTALLATION OF FUELING STATION SOFTWARE AND
EQUIPMENT

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase and installation of fueling station software and equipment at the Municipal Service Center.

FUNDING SOURCE:

Funding for this purchase is currently available in account 325-44500-108-01-16 (IT Software Lic. Maintenance) in the amount not to exceed \$125,324.17.

BACKGROUND:

This request is for the purchase of upgrading the Service Center fueling facility fuel maintenance software and equipment. The new Ward Fuel View Software upgrade will provide real time tank report monitoring, WiFi communication between vehicles and fleet maintenance program relaying accurate mileage, usage, product as well as vehicle or equipment fault codes directly to fleet maintenance. This system enables immediate service alerts and requests that serve as a preemptive to costly repairs. It will also monitor and store performance data and assist in preventive maintenance scheduling. The software will provide accurate reporting data for annual TCEQ Reports and real time release detection monitoring required by TCEQ.

This purchase will be made in accordance with a contract established with E. J. Ward, Inc. by the Federal General Services Administration Cooperative Purchasing Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271.103.

Bids were taken by GSA and a contract was awarded to E. J. Ward, Inc. Purchasing and Fleet Services staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGERS' DESIGNEE TO PURCHASE FUELING STATION EQUIPMENT, WITH INSTALLATION, THROUGH THE FEDERAL GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING PROGRAM AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Chapter 271.103 to make purchases under certain Federal supply schedules therefore satisfying any state law requiring local governments to seek competitive bids for the purchase of the item; and

WHEREAS, the Federal General Services Administration (GSA) Cooperative Purchasing Program is a qualified purchasing program; and

WHEREAS, the GSA has an established contract No. GS-35F-0141Y with E. J. Ward, Inc. for Schedule 70 IT Products and Services; and

WHEREAS, the Police Department has a need to replace the current fuel station equipment; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of fueling station equipment, with installation, from E. J. Ward, Inc. for an amount not to exceed \$125,324.17.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said fueling station equipment.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 5, 2016

SUBJECT: SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT WITH T-MOBILE FOR MUSTANG WATER TOWER.

RECOMMENDATION:

City Council consider adopting a resolution authorizing the Second Amendment to the Ground and Tower Lease Agreement with T-Mobile West LLC for the purpose of installing, operating, and maintaining a communications facility on the Mustang Water Tower, located at 3051 Ira E. Woods Avenue, authorize the City Manager to execute said amendment, and take any necessary action.

FUNDING SOURCE:

The City of Grapevine and GCISD will each receive \$27,500, half of the annual lease payment of \$55,000 from T-Mobile West LLC.

BACKGROUND:

The initial lease with T-Mobile West, LLC (successor to Voicestream GSM Operating Company, LLC.), was entered into August 19, 2003 for a period of 25 years (2028). City of Grapevine and GCISD received \$13,500, each in annual rent.

On April 28, 2014, the first amendment to the Ground and Tower Lease allowing additional installation of antennas was approved. The annual lease amount increased to \$39,207.50, with the City of Grapevine and GCISD each receiving \$19,603.75.

The main points of this amendment include:

- Updates "Section 5 Relocation", establishes a 30 day time period for cell provider to re-locate from temporary poles to the water tower (failure to re-locate includes termination of the lease);
- Establishes the base annual rate of \$55,000 starting August 19, 2016 with an annual 3% rate increase over the life of the lease;
- Authorizes the installation of additional equipment, according to T-Mobile's Sector Add plans; and
- Permits Lessee to add, modify and/or replace equipment in order to comply with federal, state or local mandated applications.

This amendment goes to GCISD for approval at its July Trustee meeting.

The City Attorney and Staff have reviewed the terms of the agreement and recommend approval.

SD/cm

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING THE SECOND AMENDMENT TO THE GROUND AND TOWER LEASE AGREEMENT WITH GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT AND T-MOBILE WEST LLC, FOR THE INSTALLATION OF COMMUNICATIONS EQUIPMENT INCLUDING ANTENNAS, CABLES AND OTHER COMMUNICATION INSTRUMENTS ON THE MUSTANG WATER TOWER AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 19, 2003 the City of Grapevine and Grapevine-Colleyville School District (hereinafter referred to as "Landlord") entered into a Ground and Tower Lease Agreement with Voicestream GSM Operating Company, LLC, being a Limited Liability Company organized and existing under the laws of the State of Delaware, and authorized to do business in Texas, for Communications Equipment on the Mustang water tower; and

WHEREAS, on April 28, 2014 the "Landlord" entered into Amendment No. 1 to said Ground and Tower Lease Agreement with T-Mobile West LLC, and successor to Voicestream GSM Operating Company; and

WHEREAS, Amendment No. 2 to the Ground and Tower Lease Agreement for the Mustang Water Tower is attached as Exhibit "A"; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine, Texas hereby approves the Amendment No. 2 to the Ground and Tower Lease Agreement for the Mustang water tower located at 3051 Ira E. Woods, with T-Mobile West LLC.

Section 3. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT

This is the Second Amendment to Ground and Tower Lease agreement (**the “Amendment”**) is entered into as of this ____ day of July, 2016 (**“Effective Date”**), by and between The City of Grapevine, Texas, a home rule municipal corporation, incorporated under Article XI, Section 5 of the Constitution of the State of Texas (**“Grapevine”**), having a mailing address of 200 S. Main Street, P. O. 95104, Grapevine, Texas 76099, the Grapevine Colleyville Independent School District, an independent school district organized under the laws of the State of Texas (**“GCISD”**) having a mailing address of 1501 Ira E. Woods Ave, Grapevine, Texas 76051, and T-Mobile West LLC, a Delaware limited liability company, successor in interest to Voicestream GSM Operation Company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006 (**“Tenant”**).

A. On August 19, 2003, **Grapevine**, and the **Tenant** entered into a Ground and Tower Lease Agreement (**“Lease”**) for the purpose of constructing, installing operating, and maintaining a communications facility on a City water tower located at 3051 Ira E. Woods, Grapevine, Texas 76051 (**“Leased Site”**), all as specified in the Lease.

B. Then in April 2014, **Grapevine**, **GCISD**, and the **Tenant** entered into the first amendment to the **Lease** to allow for additional installation of antennas, and modify the rent in conjunction with the additional antennas.

C. **Tenant** now desires to install additional equipment; **Sector Add**, including additional antennas, on the water tower situated on the **Leased Site**, and **Tenant** has therefore sought the approval of **Grapevine and GCISD** to these additions.

D. **Grapevine and GCISD** is willing to give their approval of the additions pursuant to this **Amendment**.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Grapevine, GCISD and Tenant** agree as follows:

1. Preamble That all matters stated here and above are true and correct and are hereby incorporated into the body of this document as if copied in their entirety.
2. Term & Rent Commencing on August 19, 2016, Rent shall be \$55,000 annually or \$27,500 each to **Grapevine and GCISD**. Rent for each successive Year shall be increased by an amount equal to one hundred three percent (103%) of the Rent for the immediately preceding Year. The Rent shall continue to be paid on an annual basis till the expiration of the Lease Agreement, 2028. As of the amendment rent commencement date the 3% increase shall replace any annual or term escalation in the Lease.
3. Additional Antennas & Equipment As of the **Effective Date**, **Grapevine and GCISD** approves **Tenant’s** request to install additional Antennas as part of the **Sector Add** plans and other changes to existing antennas. Exhibit A (Site Plan) to this Amendment contains a technical description of the new antennas and specifically describes where they will be located on the Tower.
4. Access to City and GCISD Secured Area **Tenant** shall schedule EQUIPMENT UPGRADES on existing and proposed facilities in the City’s secured area with 48 hours advanced notice to

the City. Advanced notice provided by the **Tenant's** Authorized Subcontractors shall include name and contact information of the **Tenant** and subcontractor and nature of upgrade work. During regular working hours, **Tenant** shall first contact Engineering at 817-410-3134, after hours - contact the City Water Treatment Plant at 817-410-4141 or 817-480-1285 for City staff assistance and access.

The City reserves the right to charge the **Tenant**, staff overtime costs for excessive requests to access City Secured Areas (Water Towers), responding to after-hours work on UPGRADE REQUESTS.

Tenant's subcontractor shall provide Traffic Control (TMUTCD) for any cranes or other equipment placed in City Streets during any scheduled, after hours or emergency activities.

5. Relocation If **Tenant** fails to relocate as required in Section 7 Equipment Availability after 30 days notice, it may result, at the option of the **Grapevine or GCISD**, (i) in immediate termination of the lease; (ii) in the **Grapevine or GCISD** moving or relocating the facilities itself and billing **Tenant** (and failure to pay such bill may also result in immediate termination) or (iii) in any other appropriate remedy elected by the **Grapevine or GCISD** to address the problem.
6. Notices All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to **Tenant**: T-Mobile USA, Inc.
Lease Compliance DA02267C
12920 SE 38th Street
Bellevue, WA 98006

If to **Grapevine**: City of Grapevine
Attn: City Manager
P.O. Box 95104
Grapevine, Texas 76099

If to **GCISD**: GCISD
Attn: Board President
1501 Ira E. Woods Ave
Grapevine, Texas 76051

D. **Tenant** agrees that it will use the equipment to be installed pursuant to this **Amendment** for the sole purpose of providing services to **Tenant's** equipment previously installed on the tower, or **Leased Site** as shown on Exhibit A (Site Plan).

All capitalized terms used but not defined in this **Amendment** shall have the same meanings as specified in the **Lease**.

IN WITNESS WHEREOF, **Tenant, and Grapevine and GCISD** have duly executed this **Amendment** as of the date first written above.

“GRAPEVINE”

The City of Grapevine

By: _____

Name: Bruno Rumbelow

Title: City Manager

Date: _____

Council approved: _____

“TENANT”

T-Mobile West LLC

By: _____

Print name: _____

Its: _____

Date: _____

“GCISD”

By: _____

Name:

Title: Board President

Date: _____

Board approved: _____

TENANT ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned, on this day personally appeared, _____, Title: _____ of T-Mobile West LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2016.

SEAL

Notary Public: _____

My Commission Expires: _____

GRAPEVINE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

On the ___ day of _____, 2016 before me personally appeared Bruno Rumbelow, City Manager, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

SEAL

Notary Public: _____
My Commission Expires: _____

GCISD ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

On the ___ day of _____, 2016 before me personally appeared, _____, Board President, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

SEAL

Notary Public: _____
My Commission Expires: _____

EXHIBIT A

Attached Sector Add
Construction Plans
Sheet T-1 thru G-1

DUKE BRIDGES CAMPUS
 7888 WARREN PARKWAY
 FRRSCD, TX 77504
 OFFICE: (972) 464-3510



ADJ. NO.	16-0713
DRAWN BY	D.O./E.R.
CHECKED BY	J. GEORGE
DATE/PROJECT NO.	08/25/16/16-0713
DESIGNED BY	
DATE/PROJECT NO.	
DESIGNED BY	
DATE/PROJECT NO.	
DESIGNED BY	
DATE/PROJECT NO.	
DESIGNED BY	
DATE/PROJECT NO.	

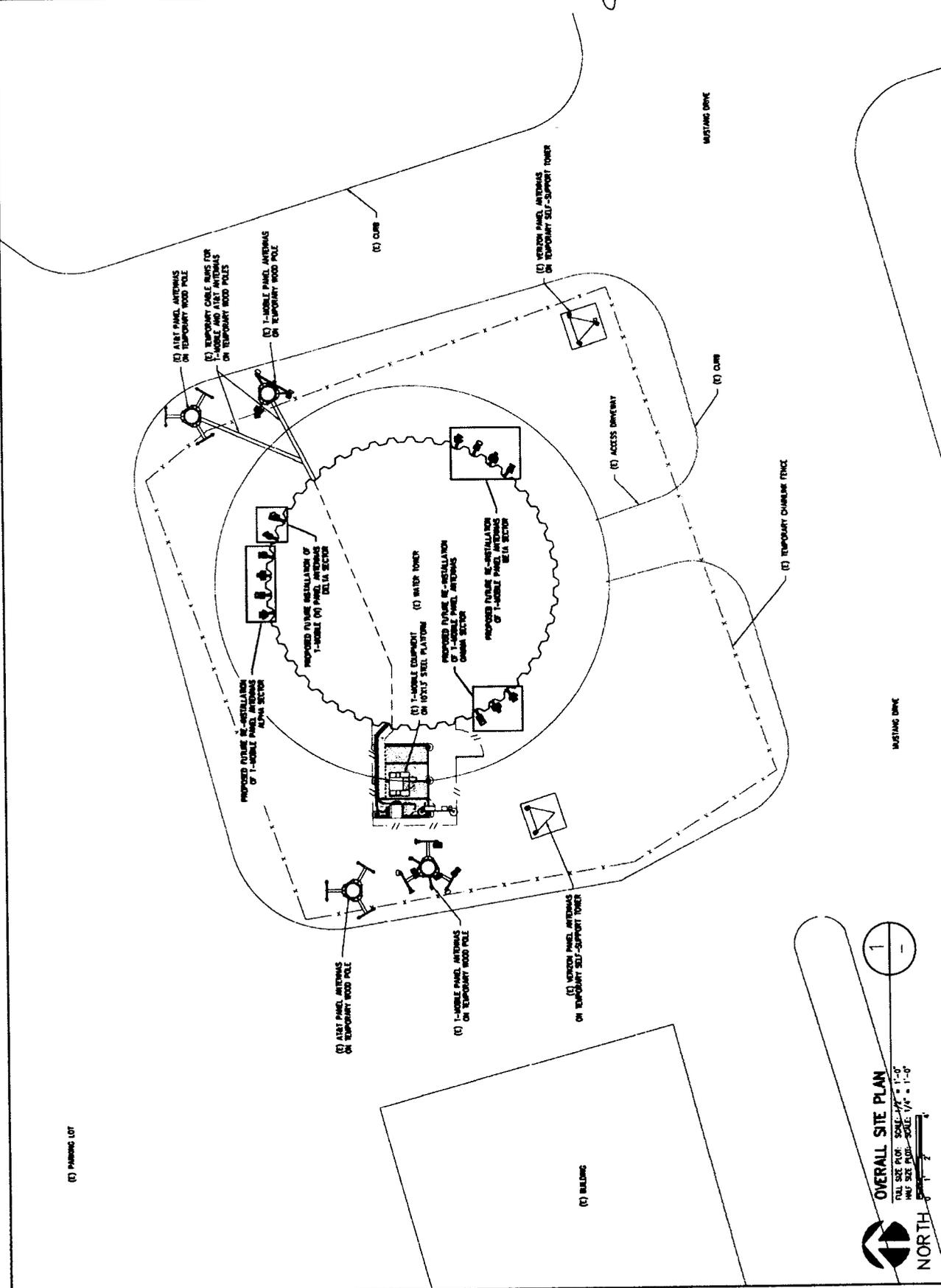
ALLPRO
 CONSULTING GROUP, INC.
 10000 W. LOOP SOUTH, SUITE 1000
 HOUSTON, TEXAS 77042
 TEL: 281-485-1000
 FAX: 281-485-1001
 www.allproinc.com
 Registration No. 0142

STATE OF TEXAS
 PROFESSIONAL ENGINEER
 LICENSE NO. 91793
 JOUJ MOTTACKAL GEORGE

OWNER/USE
 DA02267C
 SH-26 GRAPEVINE WT

3051 IVA E. WOODS AVE.
 GRAPEVINE, TX 75051

SHEET FILE
 OVERALL SITE PLAN
 SHEET NUMBER
C-1



1

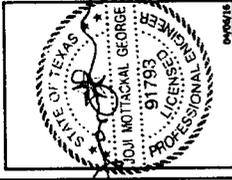
OVERALL SITE PLAN
 FULL SIZE PLOT - SCALE = 1" = 5'
 HALF SIZE PLOT - SCALE = 1/4" = 1'-0"



DUE BRIDGES CAMPUS
7888 WAHREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510



ADD NO. 16-0713
DRAWN BY: D.G./E.R.
CHECKED BY: J. GEORGE
APPROVED BY: J. GEORGE
DATE: 08/14/13



DA02267C
SH-26 GRAPEVINE WT

391 TRAIL E. WOODS AVE
GRAPEVINE, TX 75031

SHEET TITLE
8975
SHEET NUMBER
C-4

DA02267C_3_Capacity

Section 3 - Proposed Main Frame (Note: See complete sheet for details)

Member	1	2	3	4
Member	1	2	3	4
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00

DA02267C_3_Capacity

Section 3 - Proposed Main Frame (Note: See complete sheet for details)

Member	1	2	3	4
Member	1	2	3	4
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00

DA02267C_3_Capacity

Section 3 - Proposed Main Frame (Note: See complete sheet for details)

Member	1	2	3	4
Member	1	2	3	4
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00

DA02267C_3_Capacity

Section 1 - SEE INFORMATION

DA02267C
SH-26 GRAPEVINE WT
391 TRAIL E. WOODS AVE
GRAPEVINE, TX 75031

DA02267C_3_Capacity

Section 2 - Existing Temporary Images

The section is temporary. See Section 4 - Sheeting Images

DA02267C_3_Capacity

Section 5 - RAN Equipment

Existing RAN Equipment

Member	1	2	3	4
Member	1	2	3	4
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00

DA02267C_3_Capacity

Section 5 - ALL EQUIPMENT

Existing RAN Equipment

Member	1	2	3	4
Member	1	2	3	4
Area	1.00	1.00	1.00	1.00
Volume	1.00	1.00	1.00	1.00
Weight	1.00	1.00	1.00	1.00
Height	1.00	1.00	1.00	1.00

DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FORSYTH, TX 75054
OFFICE: (972) 464-3510

T

ACD NO:	16-0713
DRAWN BY:	D.G./A.R.
CHECKED BY:	J. GEORGE
DESIGNED BY:	J. GEORGE
DATE:	
PROJECT NO.:	
PROJECT NAME:	
CLIENT:	
DATE:	
PROJECT NO.:	
PROJECT NAME:	
CLIENT:	
DATE:	



DA02267C
SH-26 GRAPEVINE WT

581 WILKINSON AVE
GRAPEVINE, TX 75041

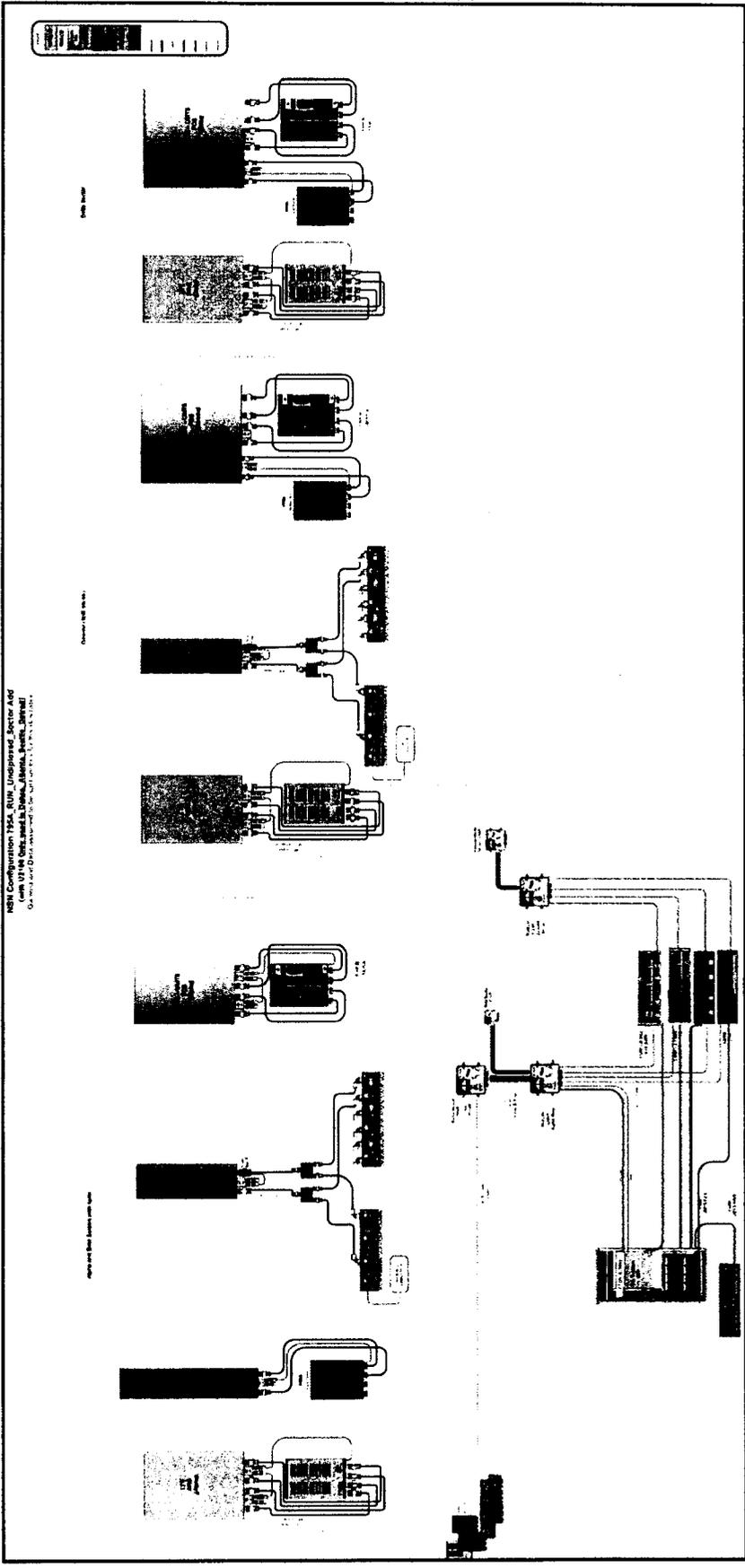
SHEET TITLE
PDS PLUMBING DIAGRAM

SHEET NUMBER
C-5

Section 3 - Proposed Template Images

795A_RUN_Undplexed_Sector Add.jpg

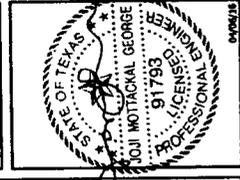
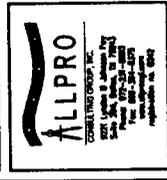
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04/10/2016 10:00:00 AM



Mobile

DIXIE BRIDGES COMPANY
7888 WARREN PARKWAY
PRISCO, TX 75084
OFFICE: (972) 464-3510

ACD NO. 18-0713
DRAWN BY: D.G./E.R.
CHECKED BY: J. GEORGE
DESIGNED BY: J. GEORGE
DATE: 08/14/00



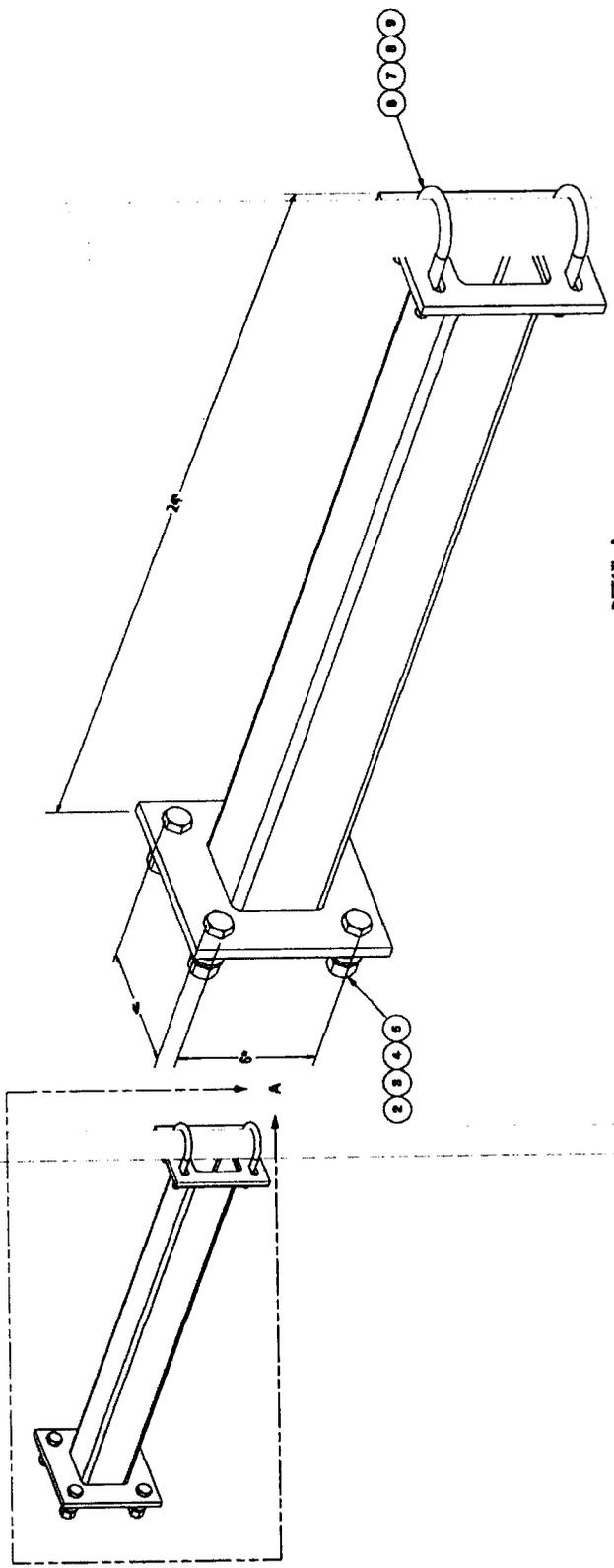
DA02267C
SH-26 GRAPEVINE WT

SHEET TITLE
MOUNT SPECIFICATIONS

SHEET NUMBER
C-6

ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	2-WWM02	2 STAND-OFF ARM / WALL MOUNT		46.14	46.14
2	4	ASB112	8" X 8-1/2" HDG ASSB HEX BOLT		0.38	1.54
3	4	ASB111	8" X 8-1/2" HDG ASSB FLATWASHER		0.34	1.36
4	4	GBSLW	8" HDG LOCKWASHER		0.26	1.04
5	4	AGRNUT	8" HDG ASSB HEX NUT		0.18	0.72
6	2	2-UB1212	1/2" X 2-1/2" X 4-1/2" X 2" GALV. U-BOLT		0.88	1.76
7	2	2-UB1300	1/2" X 2-1/2" X 4-1/2" X 2" GALV. U-BOLT		0.77	1.54
8	2	2-UB1300	1/2" X 2-1/2" X 4-1/2" X 2" GALV. U-BOLT		0.77	1.54
9	4	G12PW	1/2" HDG ASSB FLATWASHER		0.24	0.96
10	4	G12LW	1/2" HDG LOCKWASHER		0.21	0.84
11	4	G12NUT	1/2" HDG HEAVY SH HEX NUT		0.27	1.08
TOTAL WT. #					37.47	

2-3/8" OD PIPE, 2-7/8" OD PIPE or 3-1/2" OD PIPE,
PIPE NOT INCLUDED



DETAIL A

DESCRIPTION 2" STAND-OFF WIRELESS WALL MOUNT, SITE PRO 1		DRAWN BY: WWM02	
DATE: 5/23/2010		CHECKED BY: WWM02	
SCALE: APPROVAL		DATE: 6/10/2010	
CUSTOMER: BHC		PROJECT: 6102010	

TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
DIMENSIONS: ±0.005" (±0.00125")
HOLE DIMENSIONS: ±0.005" (±0.00125")
HOLE LOCATIONS: ±0.005" (±0.00125")
HOLE ANGLES: ±0.5 DEGREE
ALL OTHER MACHINING: ±0.005" (±0.00125")
ALL OTHER ASSEMBLY: ±0.005" (±0.00125")
THIS DRAWING IS THE PROPERTY OF CHARLES ALPRO, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND QUANTITY SPECIFIED THEREON. IT IS TO BE KEPT IN CONFIDENTIALITY.

APPROVED BY: [Signature]
DATE: 6/10/2010

NEW YORK, NY
ALBANY, NY
ATLANTA, GA
DALLAS, TX
DENVER, CO
FORT WORTH, TX
HOUSTON, TX
MEMPHIS, TN
MIAMI, FL
MINNEAPOLIS, MN
NEW ORLEANS, LA
PHOENIX, AZ
SAN ANTONIO, TX
SAN JOSE, CA
WASHINGTON, DC
WICHITA, KS

1 OF 1

DUKE BRIDGES CAMPUS
7808 WARREN PARKWAY
FISSCO, TX 75034
OFFICE: (972) 464-2610

I

ADD NO.	18-0713
DRAWN BY:	D.G./E.R.
CHECKED BY:	J. GEORGE
DATE/REVISED	



DWGNO: DA02267C
SH-26 GRAPEVINE WT

SHEET TITLE: GROUNDING PLAN

SHEET NUMBER: G-1

CAD WELD CONNECTIONS

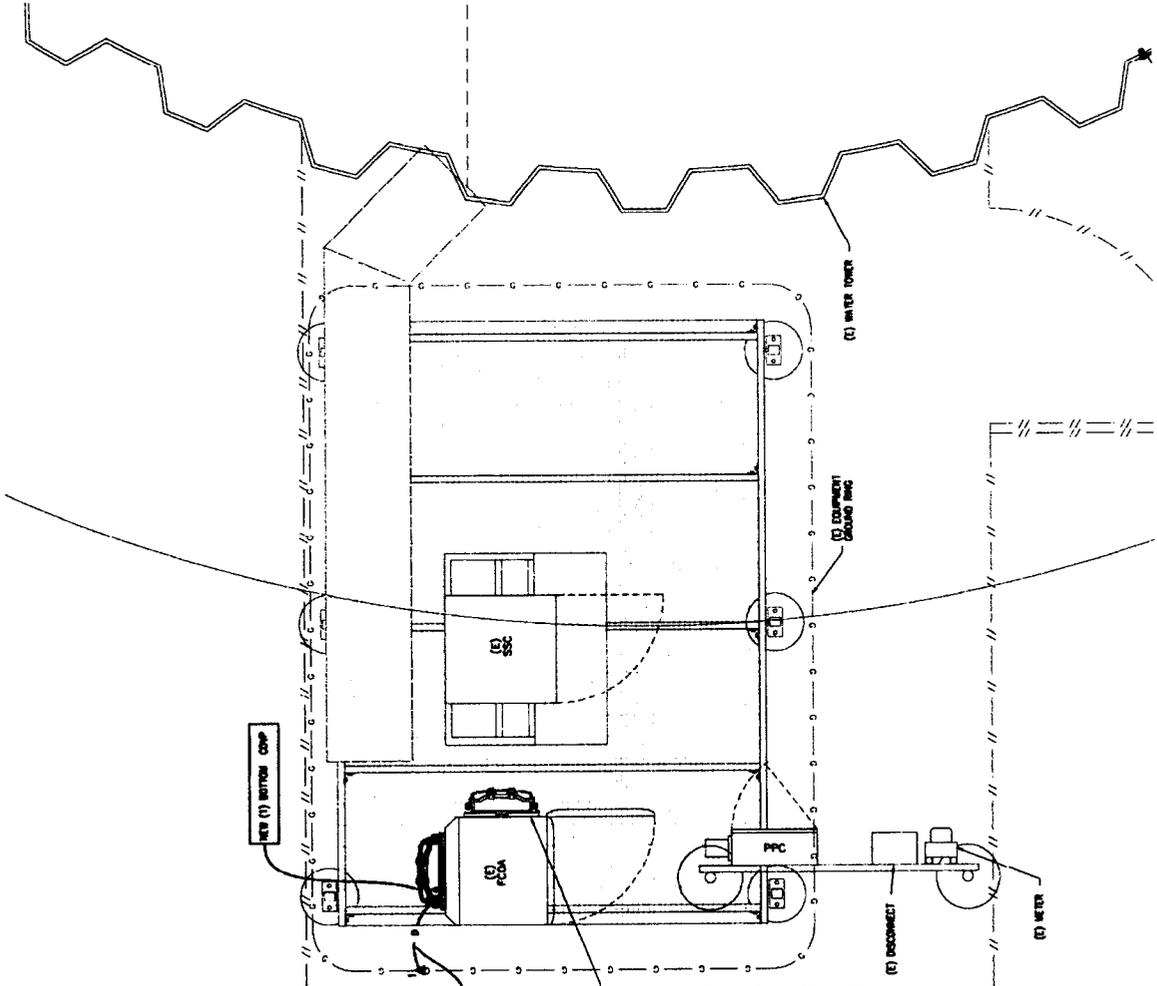
NO.	DESCRIPTION	WELD NO.	WELD NO.
1	1/2" GALV TO 1/2" GALV	101	101
2	1/2" GALV TO 1/2" GALV	102	102
3	1/2" GALV TO 1/2" GALV	103	103
4	1/2" GALV TO 1/2" GALV	104	104

BURNDY CONNECTIONS

NO.	DESCRIPTION	PART NO.
1	1/2" GREEN STRANDED 2-HOLE COMPRESSION LUG	101
2	1/2" SOLID TO POST	102
3	1/2" BRASS STRIP BOLTER TO GATE POSTS	103

* CHECK WITH PROJECT MANAGER FOR CONNECTION TYPE
IF TABS ARE NOT PRESENT ON MONOPOLE OR TOWER.

- LEGEND
- ▲ CANWELD CONNECTION
 - ⊗ 5/8" COPPER CLAD GROUND ROD (6" MAX SEPARATION, EQUALLY SPACED)
 - ⊗ TEST WELL & GROUND ROD
 - BURNDY CONNECTION
 - ⊗ #2 AWG THINW GROUND ROD (GROUND RINGS SHALL BE 2'-6" BELOW GRADE)
 - (E) GROUND RING
 - CHAIN LINK FENCE



TEST POINTS SHALL BE INSTALLED TO THE
LEFT OF EACH BATTERY BANK AND TO THE
LEFT OF EACH BATTERY BANK

WHERE
NECESSARY ALL WELD CONNECTIONS
SHALL BE TO BE FOLLOWS WELDING CONSTRUCTION PRACTICES.

1

GROUNDING PLAN - FINAL
FULL SIZE PLOT: SCALE: 1" = 1'-0"
HALF SIZE PLOT: SCALE: 1/2" = 1'-0"



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER
MEETING DATE: JULY 5, 2016
SUBJECT: TXDOT ADVANCED FUNDING AGREEMENT – KUBOTA DRIVE CONNECTION TO SH 121

RECOMMENDATION:

City Council consider adopting a resolution approving an Advanced Funding Agreement with TxDOT for the construction of the Kubota Drive connection to SH 121 SB frontage road including an additional lane to the frontage road from the drive connection to Grapevine Mills Boulevard North, authorize the City Manager to sign said agreement and adopt the attached appropriation ordinance.

FUNDING:

Funding is available in the Streets Capital Fund balance for the Kubota Drive and Connection to SH121 in the amount of \$ 146,482.36.

BACKGROUND:

The SB frontage road for SH 121 between the Dallas County line and Denton Creek is under construction as part of the TxDOT reconstruction of SH 121 Section 13 from Dallas County Line to SRT.

The connection point to the frontage road for Kubota Drive is in a significant fill section for the frontage road. This connection requires fill by both the TxDOT contractor for the planned frontage road configuration, the added lane to improve connection for Kubota Drive and Kubota Drive itself extending northeast from the planned connection.

Staff has approached TxDOT about including all of the necessary work in the TxDOT right of way be included in the current contract for the Section 13 construction. This should reduce scheduling conflicts as well as in the field construction conflicts.

TxDOT has prepared a Change Order with their contractor for this added work reflecting the cost noted above.

Staff recommends approval.

JSL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AUTHORIZING A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ADDRESSING FUNDING PARTICIPATION AND PROJECT SCOPE FOR A DRIVEWAY TIE TO STATE HIGHWAY 121 SOUTHBOUND FRONTAGE ROAD NEAR GRAPEVINE MILLS BOULEVARD NORTH ALONG STATE HIGHWAY 121 FROM THE TARRANT/DALLAS COUNTY LINE TO BUSINESS 121H WITHIN THE CITY OF GRAPEVINE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a Master Agreement between the City of Grapevine and the State of Texas was adopted by Resolution No. 2000-60 on November 21, 2000 and the agreement states the general terms and conditions for transportation projects developed through this Local Transportation Project Advance Funding Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order 113444 authorizing the State to undertake and complete a highway improvement generally described as the conversion of a 4-lane divided freeway to a 10-lane freeway with frontage roads on State Highway 121 from Tarrant/Dallas County Line to Business 121H, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a driveway to tie into State Highway 121 southbound frontage road near Grapevine Mills Road along State Highway 121 from Tarrant/Dallas County Line to Business 121H in the City of Grapevine, called the "Project"; and,

WHEREAS, the Grapevine City Council strongly supports the efforts of the Metropolitan Planning Organization and Texas Department of Transportation in developing a system of highways in cooperation with local governments.

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine approves entering into this Local Transportation Project Advance Funding Agreement for modifying the cost and scope of the current State Highway 121 highway improvement project to increase the scope and funding to add the construction of the Project as described above.

Section 3. That this resolution shall become effective from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS TO APPROPRIATE \$146,482.36 IN THE STREET CAPITAL PROJECT FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Grapevine acknowledges and supports the construction of the Kubota Drive connection to SH 121 SB frontage road; and

WHEREAS, the project was not included in the FY 2015-2016 Capital Improvements Plan Budget but funding is available in the Streets Capital Fund balance to complete the roadway and the connection to SH 121; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the preamble of this ordinance are true and correct and are hereby incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the City Council hereby, authorizes an amount of \$146,482.36 to be appropriated in the Street Capital Project Fund.

Section 4. That a copy of the revised FY 2015-2016 Capital Improvements Plan Budget document shall be kept on file in the office of the City Secretary and on the City of Grapevine website.

Section 5. That the terms and provisions of this ordinance shall be deemed to be severable, and that if the validity of any section, subsection, word, sentence or phrase shall be held to be invalid, it shall not affect the remaining part of this ordinance.

Section 6. That the fact that the present ordinances and regulations of the City of Grapevine, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety, and general welfare which requires that this ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

CSJ #: 0364-02-017
District #: 18-Dallas
Code Chart 64 #: 17200
Project: SH 121
Limits: From Tarrant/Dallas County Line to Business 121H
County: Dallas

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
LOCAL GOVERNMENT CONTRIBUTION
TO A
TRANSPORTATION IMPROVEMENT PROJECT
ON SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Grapevine, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113444, authorizing the State to undertake and complete a highway improvement generally described as the conversion of a 4-lane divided freeway to a 10-lane freeway with frontage roads on SH 121 from Tarrant/Dallas County Line to Business 121H, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a driveway to tie into SH 121 southbound frontage road near Grapevine Mills Road along SH 121 from Tarrant/Dallas County Line to Business 121H in the City of Grapevine, called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20____, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement.

CSJ #: 0364-02-017
 District #: 18-Dallas
 Code Chart 64 #: 17200
 Project: SH 121
 Limits: From Tarrant/Dallas County Line to Business 121H
 County: Dallas

A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The scope of work is described as the construction of a driveway to tie into SH 121 southbound frontage road near Grapevine Mills Road along SH 121 from Tarrant/Dallas County Line to Business 121H in the City of Grapevine as shown on Attachment B.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission.

The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated. Not Applicable to this Agreement.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

CSJ #: 0364-02-017
 District #: 18-Dallas
 Code Chart 64 #: 17200
 Project: SH 121
 Limits: From Tarrant/Dallas County Line to Business 121H
 County: Dallas

- C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. Not Applicable to this Agreement
- At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost, unless otherwise specified in Attachment C, Project Budget.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

CSJ #: 0364-02-017
 District #: 18-Dallas
 Code Chart 64 #: 17200
 Project: SH 121
 Limits: From Tarrant/Dallas County Line to Business 121H
 County: Dallas

- M.** When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs. Not Applicable to this Agreement
- Q.** The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A.** The agreement is terminated in writing with the mutual consent of the parties;
- B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project Not Applicable to this Agreement; or
- D.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

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5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not

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on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The State will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
City Manager City of Grapevine 200 South Main Street Grapevine, Texas 76099	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

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20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who

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fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a

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legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to

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TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Non-Discrimination Provisions

- A. **Relocation Assistance:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. **Disability:**
 - a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
 - b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- C. **Age:** The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. **Race, Creed, Color, National Origin, or Sex:**
 - a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
 - b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
 - d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. **Civil Rights Restoration Act:** The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. **Minority Populations:** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

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discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF GRAPEVINE

By: _____
Bruno Rumbelow
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

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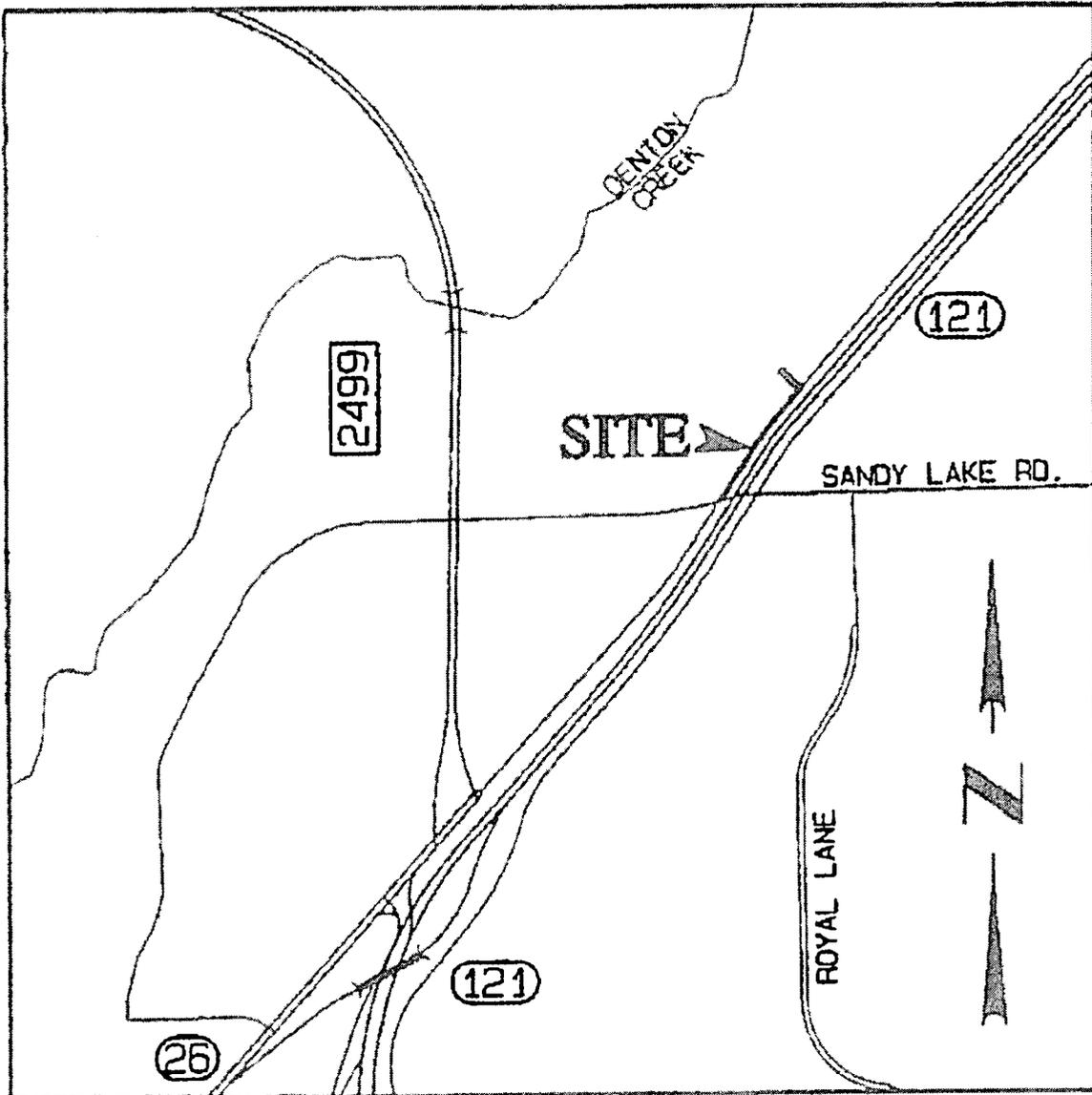
**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT

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Federal Highway Administration CFDA #: 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



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**ATTACHMENT C
 PROJECT BUDGET**

The Local Government will be responsible for 100% of the cost and overruns for the State to construct a driveway to tie into SH 121 southbound frontage road near Grapevine Mills Road along SH 121 from Tarrant/Dallas County Line to Business 121H in the City of Grapevine.

The Project cost is to be as follows:

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		0%	\$0	0%	\$0	100%	\$145,032.04
Construction (by State)	\$145,032.04	0%	\$0	0%	\$0	100%	\$145,032.04
Direct Costs - Construction @ 1.0%	\$1,450.32	0%	\$0	0%	\$0	100%	\$1,450.32
Indirect Costs @ 6.38%	\$9,253.04	0%	\$0	0%	\$9,253.04	0%	\$0
TOTAL	\$155,735.40		\$0		\$9,253.04		\$146,482.36

Estimated Total Local Government Participation (100%) = \$146,482.36

Total Payment by the Local Government to the State upon full execution of this Agreement = \$146,482.36

This is an estimate. The final amount of Local Government participation will be based on actual cost.

STATE OF TEXAS
 COUNTY OF TARRANT
 CITY OF GRAPEVINE

The City Council and the Planning and Zoning Commission of the City of Grapevine, Texas met in Regular Joint Session on this the 21st day of June, 2016 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members of the City Council present:

William D. Tate	Mayor
Darlene Freed	Mayor Pro Tem
Sharron Spencer	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member
Paul Slechta	Council Member

constituting a quorum, with the following members of the Planning and Zoning Commission:

Larry Oliver	Chairman
BJ Wilson	Vice Chairman
Monica Hotelling	Member
Jim Fechter	Member
Gary Martin	Member
Beth Tiggelaar	Member
Theresa Mason	Alternate
Bob Tipton	Alternate

with Commissioner Dennis Luers absent, constituting a quorum, with the following members of City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Matthew C.G. Boyle	Assistant City Attorney
Tara Brooks	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:01 p.m.

Item 1. Executive Session

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

- A. Consultation with the City Attorney regarding zoning regulations and local option election pursuant to Section 551.071, Texas Government Code.
- B. Real property relative to deliberation of the purchase, exchange, lease, sale or value of City facilities pursuant to Section 551.072, Texas Government Code.
- C. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:04 p.m. The closed session ended at 7:10 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. City Manager Bruno Rumbelow requested City Council approve an Economic Development Agreement with Grapevine Mills Limited Partnership and authorize the City Manager to execute same and all associated documents.

Motion was made to approve an Economic Development Agreement with Grapevine Mills Limited Partnership and authorize the City Manager to execute same and all associated documents.

Motion: Freed
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

NOTE: City Council continued with the Regular Meeting in open session in the City Council Chambers.

CALL TO ORDER

Mayor Tate called the meeting to order at 7:30 p.m. in the City Council Chambers.

Item 2. Invocation and Pledge of Allegiance.

Commissioner Theresa Mason delivered the Invocation and led the Pledge of Allegiance.

JOINT PUBLIC HEARINGS

Item 3. Zoning Application **Z16-06** (210 and 216 North Starnes Street)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Ron Stombaugh reported the applicant was requesting to rezone 0.642 acres located at 210 and 216 North Starnes Street from "PO" Professional Office District to "R-5.0" Zero Lot Line District for the development of two single family lots.

The applicant Jeff Avery answered questions from City Council and the Planning and Zoning Commission.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Wilson
Second: Hotelling
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Lease
Second: Coy
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 4. Conditional Use Permit **CU16-14**, Planned Development Overlay **PD16-05** and **Final Plat** of Lots 1R and 2R, Block 1, Park Place Mercedes Addition (Grapevine Porsche)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting a conditional use permit to amend the previously approved site plan of CU13-15 (Ordinance No. 2013-33) for a planned commercial center in conjunction with an automotive dealership with sales and service of new and used vehicles, specifically to include an additional dealership and allow for a twenty foot pylon sign; a planned development overlay to deviate from, but not be limited to, a reduction in the masonry requirement from seventy percent to zero percent; and a replat of Lots 1 and 2, Block 1, Park Place Mercedes Addition. The subject property is located at 1280 and 1300 Texan Trail and is zoned "CC" Community Commercial District.

Scott Sower with gff Architects, Rick Stone with Park Place Dealerships, and Randy Cresgrove, Porsche Cars of North America were present representing the applicant. Mr.

Sower gave a presentation and answered questions from City Council and the Planning and Zoning Commission.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Mason
Second: Hotelling
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 5. Special Use Permit **SU16-02** (Chesapeake Energy)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting a special use permit to amend the previously approved site plan of SU09-06 (Ordinance No. 2009-48) to allow gas well drilling and production in a non-residential zoning district, specifically to allow the frac pond to be re-designated as a fresh water pond. The subject property is located at 3015 East Grapevine Mills Circle and is currently zoned "HCO" Hotel and Corporate Office District.

Applicant Kevin Strawser with Chesapeake Energy gave a presentation and answered questions from City Council and the Planning and Zoning Commission.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Martin
Second: Wilson
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Slechta
Second: Coy
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta

Nays: None
Approved: 7-0

Item 6. Historic Landmark District HL16-03 (622 East Wall Street)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting designation as a historical landmark sub-district. The subject property is currently zoned "R-7.5" Single Family District.

No one spoke during the public hearing and there was one letter of support was provided to City Council and the Planning and Zoning Commission.

Motion was made to close the public hearing.

Motion: Tiggelaar
Second: Fechter
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Freed
Second: Spencer
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 7. Historic Landmark District HL16-04 (626 East Wall Street)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting designation as a historical landmark sub-district. The subject property is currently zoned "R-7.5" Single Family District.

No one spoke during the public hearing and there was one letter of support provided to City Council and the Planning and Zoning Commission.

Motion was made to close the public hearing.

Motion: Wilson
Second: Hotelling
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Lease
Second: Coy
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 8. Historic Landmark District HL16-05 (503 East Worth Street)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting designation as a historical landmark sub-district. The subject property is currently zoned "R-7.5" Single Family District.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Wilson
Second: Martin
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Coy
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 9. Historic Landmark District HL16-06 (701 East Wall Street)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting designation as a historical landmark sub-district. The subject property is currently zoned "R-7.5" Single Family District.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Mason
Second: Wilson
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason

Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Spencer
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 10. Final Plat of Lot 1R, Block 1, Mustang Addition

Manager of Engineering John Robertson reported the applicant was requesting to plat a portion of Lot 1, Block 1, Mustang Addition and an unplatted one acre tract of land. The subject property is located at 2905 and 2913 Mustang Drive and is zoned "R-MF-2" Multifamily District.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Fechter
Second: Martin
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Coy
Second: Freed
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RECESS AND RECONVENE

Mayor Tate announced the Planning and Zoning Commission would recess to the Planning and Zoning Conference Room to consider published business.

The City Council remained in session in the Council Chambers to consider published business.

Item 11. Citizen Comments.

Carl Young, 4113 Meadow Drive, spoke regarding enforcement of City ordinances.
Bruce Rider, 325 West Worth Street, spoke regarding democracy and everyone's right to be involved in the process.

Mayor Tate announced City Council would now consider the recommendations from the Planning and Zoning Commission.

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 21. Zoning Application Z16-06 (210 and 216 North Starnes Street)

Chairman Larry Oliver reported the Planning and Zoning Commission approved Z16-06 with a vote of 7-0.

Motion was made to approve Zoning Application Z16-069 (210 and 216 North Starnes Street).

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-041

AN ORDINANCE AMENDING ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE OF GRAPEVINE, TEXAS, GRANTING ZONING CHANGE Z16-06 ON A TRACT OF LAND OUT OF THE A.F. LEONARD SURVEY, ABSTRACT 946, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "PO" PROFESSIONAL OFFICE DISTRICT REGULATIONS TO "R-5.0" ZERO LOT LINE DISTRICT REGULATIONS; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 22. Conditional Use Permit CU16-14 (Grapevine Porsche)

Chairman Oliver reported the Planning and Zoning Commission approved CU16-14 with a vote of 7-0.

Motion was made to approve Conditional Use Permit CU16-14 (Grapevine Porsche).

Motion: Freed
Second: O'Dell
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU16-14 TO AMEND THE SITE PLAN APPROVED BY ORDINANCE NO. 2013-33 FOR A PLANNED COMMERCIAL CENTER IN CONJUNCTION WITH AN AUTOMOTIVE DEALERSHIP WITH SALES AND SERVICE OF NEW AND USED VEHICLES SPECIFICALLY TO INCLUDE AN ADDITIONAL DEALERSHIP AND ALLOW FOR A TWENTY FOOT PYLON SIGN IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 23. Final Plat of Lots 1R and 2R, Block 1, Park Place Mercedes Addition

Chairman Oliver reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the Statement of Findings and the Final Plat of Lots 1R and 2R, Block 1, Park Place Mercedes Addition.

Motion: Freed
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 24. Planned Development Overlay PD16-05 (Grapevine Porsche)

Chairman Oliver reported the Planning and Zoning Commission approved PD16-05 with a vote of 7-0.

Motion was made to approve Planned Development Overlay PD16-05 (Grapevine Porsche).

Motion: Freed
Second: Coy
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-043

AN ORDINANCE ISSUING A PLANNED DEVELOPMENT OVERLAY IN ACCORDANCE WITH SECTION 41 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING PLANNED DEVELOPMENT OVERLAY PD16-05 TO INCLUDE BUT NOT BE LIMITED TO A REDUCTION IN THE MASONRY REQUIREMENT FROM SEVENTY PERCENT TO ZERO PERCENT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS PLANNED

DEVELOPMENT OVERLAY PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 25. Special Use Permit **SU16-02** (Chesapeake Energy)

Chairman Oliver reported the Planning and Zoning Commission denied SU16-02 with a vote of 7-0.

Motion was made to deny Special Use Permit SU16-02 (Chesapeake Energy).

Motion: Coy
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 26. Historic Landmark District **HL16-03** (622 East Wall Street)

Chairman Oliver reported the Planning and Zoning Commission approved HL16-03 with a vote of 7-0.

Motion was made to approve Historic Landmark District HL16-03 (622 East Wall Street).

Motion: Lease
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL16-03 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY DESCRIBED AS LOT 6, BLOCK 101, COLLEGE HEIGHTS ADDITION OF THE ESTHER MOORE SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY DISTRICT REGULATIONS; PROVIDING FOR THE ADOPTION OF THE 622 EAST WALL STREET HISTORIC DISTRICT PRESERVATION CRITERIA; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING

THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 27. Historic Landmark District HL16-04 (626 East Wall Street)

Chairman Oliver reported the Planning and Zoning Commission approved HL16-04 with a vote of 7-0.

Motion was made to approve Historic Landmark District HL16-04 (626 East Wall Street).

Motion: Spencer
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-046

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL16-04 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY DESCRIBED AS LOT 7, BLOCK 101, COLLEGE HEIGHTS ADDITION OF THE ESTHER MOORE SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY DISTRICT REGULATIONS; PROVIDING FOR THE ADOPTION OF THE BUELAH HARSTON HOUSE HISTORIC DISTRICT PRESERVATION CRITERIA; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 28. Historic Landmark District HL16-05 (503 East Worth Street)

Chairman Oliver reported the Planning and Zoning Commission approved HL16-05 with a vote of 7-0.

Motion was made to approve Historic Landmark District HL16-05 (503 East Worth Street).

Motion: Freed
Second: Spencer
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL16-05 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY DESCRIBED AS LOTS 1, 2 AND ½ 3, BLOCK 108, COLLEGE HEIGHTS ADDITION OF THE ARCHIBALD LEONARD SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY DISTRICT REGULATIONS; PROVIDING FOR THE ADOPTION OF THE C J WALL HOUSE HISTORIC DISTRICT PRESERVATION CRITERIA; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 29. Historic Landmark District HL16-06 (701 East Wall Street)

Chairman Oliver reported the Planning and Zoning Commission approved HL16-06 with a vote of 7-0.

Motion was made to approve Historic Landmark District HL16-06 (701 East Wall Street).

Motion: Coy
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta

Nays: None
Approved: 7-0

ORDINANCE NO. 2016-048

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL16-06 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY DESCRIBED AS TRACTS 51A AND 51C1, ABSTRACT 946, ARCHIBALD F LEONARD SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-5.0" ZERO-LOT-LINE DISTRICT REGULATIONS; PROVIDING FOR THE ADOPTION OF THE 701 EAST WALL STREET HISTORIC DISTRICT PRESERVATION CRITERIA; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 30. Final Plat of Lot 1R, Block 1, Mustang Addition

Chairman Oliver reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the Statement of Findings and the Final Plat of Lot 1R, Block 1, Mustang Addition.

Motion: Lease
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

Item 31. Final Plat of lot 1, Block 1, TST Impreso Addition

The final plat is for property located at 4205 Lakeside Parkway and is zoned "LI" Light Industrial District.

Chairman Oliver reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the Statement of Findings and the Final Plat of Lot 1, Block 1, TST Impreso Addition.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

PRESENTATIONS

Item 10. Chief Financial Officer to present monthly financial update.

Chief Financial Officer Greg Jordan reported the City is predicting a surplus in the General Fund, Utility Fund and Golf Fund even though sales tax is lagging from the previous year. Lake Parks is still running a deficit due to the flooding. Grapevine unemployment is at 3%.

OLD BUSINESS

Item 13. Conditional Use Permit CU16-08 (Rifle Distillery)

Development Services Director Scott Williams reported the applicant was requesting a conditional use permit to allow the manufacture, possession, storage, sales, and on-premise consumption of alcoholic spirits in conjunction with a distillery. The subject property is located at 541 Industrial Boulevard #C and is zoned "LI" Light Industrial District. The public hearing and first reading were held on April 19, 2016.

Motion was made to approve Conditional Use Permit CU16-08 (Rifle Distillery).

Motion: Freed
Second: O'Dell
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2016-030

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU16-08 FOR THE MANUFACTURE,

POSSESSION, STORAGE, SALE AND ON-PREMISE CONSUMPTION OF ALCOHOLIC SPIRITS IN CONJUNCTION WITH A DISTILLERY IN A DISTRICT ZONED "LI" LIGHT INDUSTRIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

NEW BUSINESS

Item 14. Consider a **resolution** authorizing annual contracts for mosquito control ground spraying services to a primary vendor, Municipal Mosquito, and a secondary vendor, Vector Disease Control International, LLC, through an Interlocal Cooperative Agreement with Tarrant County, Texas and take any necessary action.

Public Works Director Stan Laster presented this item and answered questions from City Council. The contracts include services to control disease carrying mosquitoes and spraying of adulticides to address the spread of the West Nile virus and Zika virus on an as-needed basis in an estimated annual amount of \$41,000.

Motion was made to approve the resolution authorizing annual contracts for mosquito control ground spraying.

Motion: Spencer
Second: Freed
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR MOSQUITO CONTROL GROUND SPRAYING SERVICES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. No items were removed from the consent agenda.

Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

Item 15. Consider a **resolution** expressing intent to finance expenditures to be incurred relative to the design, construction and equipping of fire stations, including the acquisition of land.

City Manager Rumbelow recommended approval of a resolution to allow for the expenditure of funds related to the costs relative to acquisition of land, exchange, lease, sale, or value of facilities. On June 7, 2016 City Council authorized the acquisition of approximately 2.74 acres at 3091 Dove Road for the appraised value plus closing costs. The resolution allows the City to reimburse itself for expenditures should bonds be issued within 18 months of the date of this resolution.

Motion was made to approve the consent agenda as presented.

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING INTENT TO FINANCE FIRE EXPENDITURES TO BE INCURRED FOR PURCHASE OF PROPERTY FOR A FIRE STATION AND PROVIDING AN EFFECTIVE DATE

Item 16. Consider a **resolution** authorizing the purchase of network equipment from Netsync Network Solutions through three annual contracts established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

City Manager Rumbelow recommended approval of a resolution authorizing the purchase of network hardware and software for the public safety building, including installation. The purchase is for an amount not to exceed \$2,451,388.03. The I.T. Data Center was approved in the FY 2015-2016 budget in the amount of \$2,502,496, with proceeds originating from the issuance of Public Property Finance Contractual Obligations, Series 2015 approved and appropriated by City Council on December 1, 2015.

Motion was made to approve the consent agenda as presented.

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGERS' DESIGNEE TO PURCHASE NETWORK EQUIPMENT THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE CONTRACTS PROGRAM AND PROVIDING AN EFFECTIVE DATE

Item 17. Consider a **resolution** authorizing an Interlocal Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG).

Chief Financial Officer Jordan recommended approval of the resolution authorizing the Interlocal Purchasing Agreement in order to participate in various contracts established by the NCTCOG North Texas SHARE program.

Motion was made to approve the consent agenda as presented.

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ENTER INTO AN INTERLOCAL PURCHASING AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS IN ORDER TO PARTICIPATE IN THE NORTH TEXAS SHARE PROGRAM AND PROVIDING AN EFFECTIVE DATE

Item 18. Consider a **resolution** authorizing an Interlocal Cooperative Purchasing Agreement with the Town of Trophy Club, Texas.

Chief Financial Officer Jordan recommended approval of the resolution authorizing the Interlocal Purchasing Agreement in order to participate in various contracts established by both agencies for common goods and services.

Motion was made to approve the consent agenda as presented.

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ENTER INTO A INTERLOCAL PURCHASING AGREEMENT WITH THE TOWN OF TROPHY CLUB, TEXAS AND PROVIDING AN EFFECTIVE DATE

Item 19. Consider a **resolution** authorizing the purchase of wastewater pipeline/manhole rehabilitation and installation services from Fuguay, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

Public Works Director Laster recommended approval of a resolution authorizing the purchase of wastewater pipeline/manhole rehabilitation and installation services in an amount of \$176,669. The proposed rehabilitation of an existing 30" concrete wastewater line will both structurally rehabilitate the pipe and manholes while also adding a liner to help prevent future H2S degradation.

Motion was made to approve the consent agenda as presented.

Motion: Coy
Second: Lease
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

RESOLUTION NO. 2016-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE WASTEWATER PIPELINE/MANHOLE REHABILITATION AND INSTALLATION SERVICES THROUGH AN

ESTABLISHED INTERLOCAL PARTICIPATION
AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 20. Consider the minutes of the May 31, June 2 and June 6, 2016 Special City Council meetings and the June 7, 2016 Regular City Council meeting.

City Secretary Tara Brooks recommended approval of the minutes.

Motion was made to approve the consent agenda as presented.

Motion: Coy

Second: Lease

Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

ADJOURNMENT

Motion was made to adjourn the meeting at 8:39 p.m.

Motion: Spencer

Second: Slechta

Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell and Slechta

Nays: None

Approved: 7-0

Passed and Approved by the City Council of the City of Grapevine, Texas on this the 5th day of July, 2016.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary